

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re

BROADBAND OFFICE, INC.,

Debtor.

Civil Action No. 04-407 (GMS)

Bankruptcy Case No. 01-1720 (GMS)

Chapter 11

BROADBAND OFFICE, INC.,

Plaintiff,

vs.

TECHNOLOGY CREDIT
CORPORATION d/b/a EXTREME
NETWORKS CREDIT CORPORATION,
and
EXTREME NETWORKS, INC.,
and
KEY EQUIPMENT FINANCE, INC. f/k/a
KEY CORPORATE CAPITAL, INC. f/k/a
LEASETEC CORPORATION

Defendants.

APPENDIX

March 29, 2007

WERB & SULLIVAN

Brian A. Sullivan (DE #2098)
Robert D. Wilcox (DE #4321)
Amy D. Brown (DE #4077)
300 Delaware Avenue, 13th Floor
P. O. Box 25046
Wilmington, DE 19899
Telephone: (302) 652-1100

Attorneys for Broadband Office, Inc.

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
Broadband Office, Inc.)	Bankruptcy Case No. 01-1720
Debtor.)	
<hr/>		
Broadband Office, Inc.,)	
Plaintiff,)	
v.)	
Technology Credit Corp.)	
d/b/a Extreme Networks Credit Corp.,)	C.A. No. 04-407 (GMS)
Extreme Networks, Inc., and)	
Key Equipment Finance, Inc.)	
f/k/a Key Corporate Capital, Inc.)	
f/k/a Leastec Corp.,)	
Defendants.)	
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ORDER

WHEREAS on December 23, 2003 Plaintiff Broadband Office, Inc. ("Broadband") filed the above-captioned action for avoidance and recovery, pursuant to 11 U.S.C. §§ 544, 547, 548, and 550;

WHEREAS the only named defendant at that time was Technology Credit Corp. ("TCC");

WHEREAS although the statute of limitations appears to have expired before the action was filed, Broadband and TCC allegedly entered into an agreement to toll and extend the statute of limitations until December 31, 2003 (D.I. 9 ¶ 19);

WHEREAS on December 1, 2005, the court granted Broadband leave to amend its complaint to add Extreme Networks, Inc. ("Extreme Networks") and Key Equipment Finance, Inc. ("Key Equipment") as defendants;

WHEREAS Key Equipment, a non-party to the tolling agreement, filed a motion to dismiss

based on the expiration of the statute of limitations;

WHEREAS the amended complaint alleges that Key Equipment's predecessor, Leasetec Corp., was allowed to act in the name of TCC in its dealings with Broadband (D.I. 9 ¶ 7);

WHEREAS the court holds that this is sufficient under the liberal pleading requirements of the Federal Rules of Civil Procedure to constitute an allegation that Key Equipment is bound by the tolling agreement;

WHEREAS the court further holds that, given the complex relationship among the defendants and their predecessors/aliases, it is plausible that Broadband will be able to prove the requirements of relation back in Rule 15(c) (e.g., Broadband's failure to name Key Equipment was a mistake);

WHEREAS Key Equipment also argues that the recovery count is not ripe because there has not been an adjudication of the avoidance counts, which is a necessary condition to the viability of Broadband's recovery count;

WHEREAS the court holds that the recovery count is ripe because, to hold otherwise, would be akin to disallowing damages allegations in any complaint until the underlying liability has been adjudicated.

IT IS HEREBY ORDERED THAT:

Key Equipment's motion to dismiss (D.I. 15) be DENIED.

Dated: April 3, 2006



UNITED STATES DISTRICT JUDGE

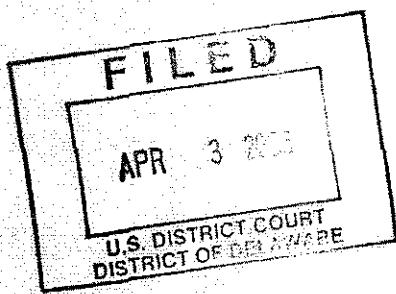


Exhibit B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re

BROADBAND OFFICE, INC.,

Debtor.

Civil Action No. 04-407 (GMS)

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and
EXTREME NETWORKS, INC.,
and
KEY EQUIPMENT FINANCE, INC. f/k/a
KEY CORPORATE CAPITAL, INC. f/k/a
LEASETEC CORPORATION

Defendants.

**PLAINTIFF'S BRIEF IN OPPOSITION TO KEY EQUIPMENT FINANCE INC.'S
MOTION TO DISMISS**

March 13, 2006

WERB & SULLIVAN

Brian A. Sullivan (DE #2098)
Robert D. Wilcox (DE #4321)
Amy D. Brown (DE #4077)
300 Delaware Avenue, 13th Floor
P. O. Box 25046
Wilmington, DE 19899
Telephone: (302) 652-1100

Attorneys for BroadBand Office, Inc.

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PRELIMINARY STATEMENT

With leave of this Court pursuant to an Order dated December 1, 2005, Plaintiff BroadBand Office, Inc. (the "Debtor" or "BroadBand") filed the Amended Complaint in this action to avoid and recover under the Bankruptcy Code the same transfer it sought to avoid and recover in the original Complaint. The Amended Complaint sought to correct an error in the Complaint regarding the naming of the defendants. More specifically, the Amended Complaint added, inter alia, Defendant Key Equipment Finance, Inc. f/k/a Key Corporate Capital, Inc. f/k/a Leasetec Corporation based upon its role as a creditor of BroadBand who benefited from \$771,875.07 BroadBand paid shortly before its bankruptcy filing. As in the original Complaint, BroadBand asserted in the Amended Complaint that the \$771,875.07 must be returned to the Debtor's estate for subsequent distribution according to the priorities of the Bankruptcy Code.

Defendant Key Equipment Finance, Inc. f/k/a Key Corporate Capital, Inc. f/k/a Leasetec Corporation has filed a Motion to Dismiss the Amended Complaint as to it, pursuant to Federal Rule of Civil Procedure 12(b)(6), asserting that the allegations against it are time-barred. BroadBand asserts that the Motion is not well-founded, seeks to improperly introduce factual issues, and must be denied.

STATEMENT OF FACTS

On May 9, 2001 (the "Petition Date"), BroadBand Office, Inc. filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. Sections 101 et seq. On September 12, 2005, the Court entered an Order Confirming the First Amended Joint Liquidating Plan of the Debtor and the Official Committee of Unsecured Creditors, which had the effect of reserving this action for the Plaintiff.

BroadBand was in the business of providing communications infrastructures and delivery systems for office buildings. As part of that business, BroadBand was interested in using networking equipment manufactured and sold by Extreme Networks, Inc. The resulting transaction was structured as a financed lease, with BroadBand agreeing to make monthly payments for the use of the networking equipment (the "Equipment").

On or about March 9, 2000, and as part of its transaction with BroadBand, Extreme Networks, Inc. sold the Equipment to Technology Credit Corporation, which, under the name of "Extreme Networks Credit Corporation" immediately entered into a Master Lease Agreement with BroadBand. That Master Lease Agreement shows "Extreme Networks Credit Corporation" as lessor, and BroadBand as lessee. On the same day it purchased the Equipment, Technology Credit Corporation resold the Equipment to Leasetec Corporation (now "Key Equipment") and assigned at least a portion of Extreme Networks Credit Corporation's rights under the Master Lease Agreement to Key Equipment.

The effective result of the transactions described above was that Extreme Networks, Inc. and Key Equipment, acting by and through Technology Credit

Corporation, financed the Equipment for BroadBand to use. To facilitate this transaction and induce Key Equipment and Technology Credit Corporation to enter into the financing arrangement, Extreme Networks, Inc. guaranteed BroadBand's lease payment obligations to both Key Equipment and Extreme Networks Credit Corporation. Any amounts BroadBand paid under the Master Lease Agreement benefited Key Equipment.

Key Equipment's Opening Brief describes the facts as follows:

In early 2000, Extreme Networks, Inc., as part of the transaction with BroadBand, sold the Equipment to Technology Credit Corporation ("TCC") which, under the name of "Extreme Networks Credit Corporation," entered into a Master Lease Agreement with BroadBand. The Master Lease Agreement identifies "Extreme Networks Credit Corporation" as the lessor, and BroadBand as the lessee. Pursuant to an express or implied agreement, Extreme Networks, Inc. permitted TCC to do business with BroadBand as "Extreme Networks Credit Corporation" and "Extreme Networks." Many of the documents underlying the transfers at issue in this proceeding were signed by James F. Hartigan, who signed on behalf of both "Technology Credit Corporation" and "Extreme Networks Credit Corporation." Opening Brief ("OB") at 3.

After completing the lease transaction with BroadBand, TCC filed UCC-1 Financing Statements, with respect to the Lease and Equipment at issue in the name of "Extreme Networks Credit Corporation" showing a business address of "3585 Monroe Street, Santa Clara, California" bearing the signature of James F. Hartigan. OB at 4. On the same day it purchased the equipment, Technology Credit Corporation resold the Equipment to Leasetec Corporation ("Leasetec") (now Key Equipment) and assigned a portion of its rights under the Master Lease Agreement to Leasetec/Key Equipment.

Leasetec was subsequently acquired by Key Equipment. Key Equipment was permitted to act in the name of TCC in its dealings with BroadBand. OB at 4.

As a result of the transactions described above, Key, acting by and through Technology Credit Corporation, financed the Equipment for BroadBand to use. Following the initial transaction, Technology Credit Corporation, acting as "Extreme Networks" continued as the servicing agent on the lease. Within the ninety (90) day period before the Petition Date, and in response to demand letters from TCC, under the name "Extreme Networks" but purportedly acting (unknown to BroadBand at the time) on behalf of Key Equipment. BroadBand made lease payments totaling \$771,875.07 to one or more of the Defendants (the "Transfers"). The Transfers were in payment of past due amounts under the Master Lease agreement and related leases. BroadBand believes these payments are recoverable or avoidable as either preferences or fraudulent conveyances under 11 U.S.C. §§ 544, 547 and 548. On June 29, 2001, Key filed a Proof of Claim in BroadBand's bankruptcy proceeding in the amount of \$6,066,838.91, under the name "Key Equipment Finance, a division of Key Corporate Capital, Inc., f/k/a Leasetec Corporation." (Exhibit "B" to OB, at 4).

In April of 2003, BroadBand and TCC entered into a Stipulation Tolling Statute of Limitations dated as of April 10, 2003 ("Tolling Agreement") (Exhibit "A" to the Complaint and Exhibit "E" to the OB). Through the Tolling Agreement, TCC and BroadBand agreed to toll and extend until December 31, 2003, the Section 546 statute of limitations period within which BroadBand was required to file an action against TCC to recover the Transfers. OB at 5. There has been no argument by Key Equipment that

BroadBand failed to file the Complaint beyond the time allotted in the Tolling Agreement.

ARGUMENT

I. DEFENDANT'S ARGUMENT CONCERNING THE STATUTE OF LIMITATIONS INVOLVES FACTUAL ISSUES NOT SUSCEPTIBLE TO A RULING UNDER FED. R. CIV. PRO. 12(B)(6).

Key Equipment's Opening Brief in support of its argument that the Amended Complaint was filed outside of the statute of limitations raises questions of fact and is therefore improper for a motion to dismiss. Quite simply, the attempted introduction of those allegations of fact is grossly improper in the context of Rule 12(b)(6). See, *JM Mechanical Corp. v. U.S. by U.S. Dept. of Housing and Urban Development*, 716 F.2d 190, 197 (3d Cir. 1983). In considering a motion to dismiss under Rule 12(b)(6), a court is evaluating the legal sufficiency of the complaint. *Id.* Under Rule 12(b)(6), a complaint should not be dismissed for failure to state a claim "unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957) The issue is not whether the plaintiff will ultimately prevail, but whether the plaintiff is entitled to offer evidence to support the claims. *Scheuer v. Rhodes*, 416 U.S. 232, 236, 94 S.Ct. 1683, 40 L.Ed.2d 90 (1974). See also *Maio v. Aetna, Inc.*, 221 F.3d 472, 482 (3d. Cir. 2000). In considering whether a complaint should be dismissed for failure to state a claim upon which relief can be granted, the Court must consider only those facts alleged in the complaint and accept all of the allegations as true, drawing all reasonable inferences in the plaintiff's favor. *ALA v. CCAIR, Inc.*, 29 F.3d 855, 859 (3d Cir. 1994); *Jordan v. Fox, Rothschild, O'Brien & Frankel*, 20 F.3d 1250, 1261 (3d Cir. 1994)

The issue before this Court is whether BroadBand should be entitled to seek discovery from Key Equipment and other defendants in order to identify evidence on

which it can prevail against Key Equipment. Such discovery may reveal facts that show Key Equipment's ultimate liability and negate its alleged limitations defense. So long as those possibilities exist, the Motion to Dismiss must be denied.

A. Technology Credit Had the Authority to Enter into the Tolling Agreement on Behalf of Key Equipment.

In this case BroadBand entered into a Tolling Agreement with Technology Credit Corporation, which had been servicing the account for Key Equipment and who BroadBand originally thought was the Defendant. In fact, and as alleged in detail in the Amended Complaint, Technology Credit Corporation was acting pursuant to authority from Key Equipment. Technology Credit Corporation was servicing the account on behalf of Key Equipment, yet using the "d/b/a" name "Extreme Networks". It was only after the Complaint was filed, responses to discovery were received, and other information was provided to BroadBand by Technology Credit Corporation, that BroadBand was able to unravel and decipher the complicated and misleading transactions that were arranged by the three Defendants. Even though the Tolling Agreement was ostensibly only executed by Technology Credit Corporation, Key Equipment should be bound by the Tolling Agreement because Technology Credit Corporation had actual or apparent authority to act on behalf of Key Equipment.

BroadBand's position that Technology Credit Corporation had the authority of Key Equipment is acknowledged by Key Equipment in its Opening Brief wherein it states that, "As a result of the transactions described above, Key, acting by and through Technology Credit Corporation, financed the equipment for BroadBand to use. Following the initial transaction, Technology Credit Corporation, acting as "Extreme Networks" continued as the servicing agent on the lease." (Emphasis Added) OB at 4.

An agency relationship can be created by the manifestations of the principal which would make the third party reasonably believe that the agent did have authority to act on behalf of the Principal. The Court must look to the principal's actions and third party's reasonable beliefs. See *AT&T v. Winback & Conserve Program*, 42 F.3d 1421, 1440 (3d Cir. 1994).

B. Key Equipment has failed to demonstrate that there are not any facts that would enable the Court to conclude that Key Equipment's limitations defense should fail as result of tolling.

In order to prevail on a motion to dismiss based upon a statute of limitations argument, the "movant must show that the plaintiff can prove no set of facts which would toll the statute of limitations. *Levit v. Riddell Sports (In re MacGregor Sporting Goods)* 199 B.R. 502 (D. N.J. 1995). To prevail, Key Equipment must show that there is no set of facts that would enable the Court to conclude that Key Equipment's limitations defense fails as a result of tolling. The tolling of statute of limitations involves factual issues which cannot be resolved in the absence of discovery. *Id.* at 516. Tolling principles "involve questions of fact which can not be resolved as a matter of law on a motion to dismiss" and "factual issues which cannot be resolved in the absence of discovery." *Id.*, see also *Olshiver v. Levin, Fishbein, Sedran & Berman*, 38 F.3d 1380, 1391 (3d Cir. 1994) ("Tolling issues relative to the statute of limitations involve factual issues which must be determined on a case-by-case basis, and cannot be decided in the context of a motion to dismiss.") In *Olshiver*, the court stated that the issue of whether a statute of limitations was tolled involves issues of fact which could not be resolved on the face of the complaint. 38 F.3d at 1391. "Simply, pleading the applicability of a tolling doctrine is sufficient to survive a motion to dismiss. " *Levit v. Riddell*, 199 B.R. 502 at

517. Key Equipment has failed to demonstrate that TCC cannot prove that the Statute of Limitations should be tolled. Therefore, its Motion to Dismiss should be denied.

C. Alternatively, the Doctrine of Equitable Tolling is Applicable.

In the unlikely event that the Court were to find after an evidentiary hearing, the conduct of which is clearly not appropriate in the context of a Motion to Dismiss, that Key Equipment is not bound by the Tolling Agreement, then the Court should apply the doctrine of Equitable Tolling. This is also a question of fact that precludes the Court from granting Key Equipment's Motion.

The U.S. Supreme Court has stated that the doctrine of equitable tolling is "read into every federal statute of limitations." *In re Lyons*, 130 B.R. 272, 279 (Bankr.N.D.Ill.1991) (citing *Holmberg v. Armbrecht*, 327 U.S. 392, 397 (1946)). The doctrine of equitable tolling can be applied to toll the statute of limitations in bankruptcy adversary proceedings. *Id.* at 281 (citing *In re White v. Boston*, 104 B.R. 951,957 (S.D.Ind.1989); *In re Butcher*, 72 B.R. 247, 250 (Bankr. E.D.Tenn 1987); *In re Butcher*, 67 B.R. 102, 103 (Bankr. E.D.Tenn. 1986); and *In re Metzeler*, 66 B.R. 977,981 (Bankr. S.D.N.Y 1986)). The court in *In re Lyons* acknowledged the applicability of the doctrine of equitable tolling to 11. U.S.C. § 546(a)'s two-year statute of limitations, but declined to apply it to the particular facts of that case where the plaintiff learned the true facts of the voidable transfers while there was still a year in which to file the actions. *In re Lyons*, 130 B.R. at 280. Therefore, because BroadBand's adversary proceeding against Key Equipment is governed by 11 U.S.C. § 546(a)(1)(A)'s two year statute of limitations, equitable tolling may be considered as well, and in these circumstances should be applied.

The Third Circuit has repeatedly held that there are three principal, though not exclusive, situations in which equitable tolling might be appropriate: (1) where the defendant has actively misled the plaintiff respecting the plaintiff's cause of action; (2) where the plaintiff in some extraordinary way has been prevented from asserting his or her rights; or (3) where the plaintiff has timely asserted his or her rights mistakenly in the wrong forum. *Olshiver*, 38 F.3d at 1387.

BroadBand submits that it has been "actively misled" into believing TCC was solely liable for the avoidable payments due to the Defendants' convoluted, interwoven business practices. Therefore, the equitable tolling doctrine is appropriate. All three Defendants were closely involved in the lease transaction through a series of guarantees, purported corporate affiliations and transfers, "d/b/a's" and interlocking relationships. For example, Extreme Networks, Inc. allowed Technology Credit Corporation to hold itself out as "Extreme Networks Corporation", and to enter into agreements with BroadBand under that name, and to use Extreme Networks, Inc.'s business address and corporate logo. Extreme Networks, Inc. also allowed Key Equipment to hold itself out as "Extreme Networks Credit Corporation" and use Extreme Networks, Inc.'s corporate logo in dealing with BroadBand. Key Equipment allowed Technology Credit Corporation to service the account and to use the name "Extreme Networks."

As such, Key Equipment's Motion should be denied, since the applicability of a tolling doctrine has been asserted by Plaintiff and involves factual questions that are not appropriate in the context of a motion to dismiss. See, *Olshiver*, 38 F.3d at 1391.

**II. THE AMENDED COMPLAINT SHOULD RELATE BACK TO THE
FILING OF THE ORIGINAL COMPLAINT.**

Ordinarily, of course, limitations is a factual matter based upon when the events in question occurred. See, *Tello v. Dean Witter Reynolds, Inc.*, 410 F.3d 1275, 1295 (11th Cir. 2005) (factual finding must be made before limitations issue can be determined in securities case).

Fed.R.Civ.P. 15, made applicable to this proceeding by Fed.R.Bankr.P. 7015, titled "Amended and Supplemental Pleadings", is grounded in a recognition that it is preferable for a case to be decided on its merits rather than on pleading technicalities. *Foman v. Davis*, 371 U.S. 178, 182 (1962). Rule 15 states in relevant part:

(c) Relation Back of Amendments. An amendment of a pleading relates back to the date of the original pleading when

...

(2) the claim or defense asserted in the amended pleading arose out of the conduct, transaction, or occurrence set forth or attempted to be set forth in the original pleading, or

(3) the amendment changes the party or the naming of the party against whom a claim is asserted if the foregoing provision (2) is satisfied, and within the period provided by Rule 4(j) for service of the summons and complaint, the party to be brought in by amendment (A) has received such notice of the institution of the action that the party will not be prejudiced in maintaining a defense on the merits, and (B) knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against the party.

The Rule is written in the conjunctive, and courts interpret 15(c)(3) as imposing three conditions, all of which must be met for a successful relation back of an amended complaint that seeks to substitute newly named defendants. *Singletary v. Pennsylvania Dept. of Corrections*, 266 F.3d 186, 194 (3d. Cir. 2001), citing *Urrutia v. Harrisburg*

County Police Dept., 91 F.3d 451(3d. Cir. 1996) (“three conditions in Rule 15(c)(3) must be satisfied” for relation back).¹

As applied to this case, those requirements are: (1) that the Amended Complaint be based upon the “conduct, transaction, or occurrence” as the Complaint; (2) that Key Equipment received notice of the filing of the action so that it will not be prejudiced, and (3) that Key Equipment “knew or should have known” that except for a mistake, it would have been named as a defendant.

BroadBand believes that discovery will eventually show that its claims against Key Equipment satisfy all the requirements for “relation back” under Rule 15(c), but it also recognizes that these are factual issues it may be required to prove.

However, in the context of its Rule 12(b)(6) motion, the burden of persuasion as to what the evidence may eventually show must be borne by Key Equipment. Under the well-settled standard of a Rule 12(b)(6) motion, Key Equipment must demonstrate “beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.” *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957).

To prevail, Key Equipment must show “beyond doubt” that there is no set of facts which BroadBand could prove that would allow “relation back”. Key Equipment simply has not satisfied that burden.

A. Same “Conduct, Transaction or Occurrence”

It is unquestionable that the Amended Complaint satisfies the requirement of Rule 15(c)(2) that the claim or defense asserted in the amended pleading “arose out of the

¹ Key Equipment asserts that there are “four conditions”. Opening Brief, pp. 9, 10. It appears that Key equipment refers to the requirements of Rule 15(c)(3)(B) twice.

conduct, transaction, or occurrence set forth or attempted to be set forth in the original pleading.” The Amended Complaint seeks the avoidance of the exact same transfers as did the original Complaint. It is well established that a change in legal theory is of no consequence when the facts underlying in the two pleadings are the same. 6(a) Wright, Miller, & Kane, *Federal Practice and Procedure* § 1497 (2d. ed. 2002). Here, with regard to the avoidance claims under Sections 547 and 550 of the Bankruptcy Code, neither the underlying facts nor the legal theory has changed between the Complaint and the Amended Complaint. As such, both complaints are based upon the same “conduct, transaction or occurrence.” See *Bensel v. Allied Pilots Ass'n*, 387 F.3d 298, 310 (3d Cir. 2004) (even if amendment restates original claim with greater particularity or amplifies factual circumstances surrounding pertinent conduct, transaction or occurrence in preceding pleading relates back to date of original pleading).

B. Actual or Imputed Notice of the Lawsuit

Rule 15(c)(3) notice does not require actual service of process on the party sought to be added; notice may be deemed to have occurred when a party who has some reason to expect his potential involvement as a defendant hears of the commencement of litigation through some informal means. *Singletary*, 266 F.3d at 195. Notice under Rule 15 may be “actual” or “imputed.” *Garvin v. City of Philadelphia*, 354 F.3d 215, 222-23 (3d Cir.2003).

In the discussion of “actual notice” in its Opening Brief, Key Equipment shows exactly why the dismissal it seeks is inappropriate. In its section heading on page 10 of its Opening Brief, Key Equipment boldly states **“Key Did Not Receive Notice Of The Original Complaint ...”**. (emphasis in original). Further, it states “Key [Equipment] did

not receive actual notice within the period proscribed...". OB at 10. Key Equipment's defense on this issue is a purely factual one, not a legal one. Key Equipment provides no proof of the allegations, either by affidavit or discovery material. Nor may Key Equipment properly do so in the context of a motion to dismiss under Rule 12(b)(6). Moreover, given the allegations concerning the extensive interrelationships among the defendants, and the obvious existence of multiple agency relationships, it is certainly a reasonable inference that Key Equipment may have received actual notice of the lawsuit. The question before the Court in this context is whether there is a possible set of facts on which BroadBand can prevail, and the answer is undoubtedly "Yes". Because Key Equipment's defense on this issue is a factual one, not a legal one, the existence of this issue alone requires the denial of its Motion to Dismiss.

The Court of Appeals for the Third Circuit has held that even if there is no actual notice of the suit, notice may be "imputed", and has recognized two methods of imputing notice: (1) the "shared attorney" method; and (2) the "identity of interest" method.

Garvin, 354 F.3d at 222-23.

The application of the "shared attorney" doctrine is based on the common sense idea that when the same attorney represents both the originally named party and the party sought to be added, "the attorney is likely to have communicated to the latter party that he may very well be joined in the action." *Id.* The obvious factual issue that arises in this context is whether, at or near the time of the filing of this lawsuit, the attorney for Defendant Technology Credit Corporation represented Key Equipment, acted on its behalf, or communicated with it regarding the lawsuit. There is no basis for the Court to decide that issue in the context of Key Equipment's Motion. Of course, the fact that Key

equipment's current attorneys represent only Key Equipment is not relevant to the determination of the facts at the relevant time. Again, the presence or absence of Key Equipment's defense is based upon a set of facts not before the Court.

Notice may also be imputed to a party which did not receive actual notice of that party has an "identity of interest" with a party that did receive actual notice. Key Equipment argues that "this Court cannot conclude that service of the Original Complaint..." satisfies the identity of interest test applies. OB at 11.

Key Equipment, once again, is asking the Court to reach a conclusion based upon the facts of its relationship with the original defendant. While that defendant and Key Equipment may not have an "identity of interest" for all purposes, they may have had that relationship with regard to the BroadBand lease transaction on which they were working together to collect the overdue amounts from BroadBand. Further, given the existence of the multiple and overlapping agent-principal relationships, the facts of which are set forth in the Amended Complaint, service on the agent might fairly be imputed to the principal.

C. Key Equipment's Knowledge of a Mistake in Naming the Defendant

It is undeniable that the evidence may eventually show that Key Equipment "knew or should have known" that the action would named it as a defendant, except for a mistake. The "knew or should have known" requirement ensures that the defendant to be added knew or should have known all along that joinder was a possibility. *E.I. duPont de Nemours & Co. v. Phillips Petroleum Co.*, 621 F.Supp. 310. (D. Del. 1985) citing *Taliaferro v. Costello*, 467 F.Supp. 33, 36 (E.D.Pa.1979). The questions of what Key Equipment knew at any point in time and whether BroadBand made a "mistake" are fundamentally questions of fact. Key Equipment makes the bold assertion that

BroadBand “knew” that Key Equipment was the proper party.² While it might be able to tell this Court what it knew, it is certainly not competent to tell the Court what *BroadBand* knew.

Further its apparent attempt to “impute” notice to BroadBand that it was a proper party is legally and factually wrong. Key Equipment’s Exhibits C and D are hearsay documents offered for the truth of their contents, not for their existence, and may not be considered. In the context of a motion to dismiss, a court in this circuit may not generally go beyond the “four corners” of the complaint. *In re Burlington Coat Factory Securities Litigation*, 114 F.3d 1410, 1426 (3d Cir. 1997). Limited exceptions permit the Court to consider a document “integral” to the complaint, or, a “public record” as a matter of judicial notice. See *Oran v. Stafford*, 226 F.3d 275, 289 (3d Cir. 2000).

Even if Key Equipment argued for the application of the exceptions, they would not be applicable here. Exhibit C is an alleged copy of a UCC Financing Statement, and Exhibit D is an alleged copy of a proof of claim. Neither of the exhibits is referred to or made a part of the Amended Complaint and therefore neither is “integral” to it. While the exhibits may be “public records”, such documents may not be used to show the proof of their contents. *Id.* at 289, citing *Kramer v. Time Warner, Inc.*, 937 F.2d 767, 774 (2d Cir. 1991). Key Equipment is attempting to use them, not for their existence, but for the proof that Key Equipment (a) “held a security interest in the Equipment at issue”, and (b) “was the assignee of TCC’s rights”. Neither of these alleged “facts” can be determined from the existence of the document, but necessarily involve questions of the accuracy of its contents. As such, Exhibit C is hearsay under the Federal Rules of Evidence. Further

² Apparently Key Equipment does not deny that it is a potentially liable party under 11 U.S.C. §§ 547 and 550.

Key Equipment remarkably asserts that the documents show what BroadBand as a post-petition Debtor-in-Possession knew³, and, in a tremendous leap of logic, whether the naming of Technology Credit Corporation as the defendant in the original Complaint was (a) a mistake, or (b) a calculated litigation decision. As stated before, however, Key Equipment's argument proves too much--- if BroadBand had known that Key Equipment was the potentially responsible defendant, there is no reason to believe that it would not have directly sued Key Equipment in the first instance. Any explanation other than "mistake" is pure factual conjecture on Key Equipment's part.⁴ In addition to its previous arguments about what Key Equipment knew, and when Key Equipment knew it, this defendant would have this Court decide in the context of a motion to dismiss what BroadBand knew, and when BroadBand knew it.

In essence, Key Equipment is asserting the unsupported proposition that BroadBand must demonstrate that relation back is appropriate on the face of the Amended Complaint. No such requirement exists. A complaint does not have to anticipate affirmative defenses to survive a motion to dismiss. *Gomez v. Toledo*, 446 U.S. 635, 640 (1980). Key Equipment seeks to have this Court engage in further burden-shifting that is not authorized by Rule 12 or by applicable case law. "A complaint...need not allege all that a Plaintiff must eventually prove." *Atchinson v. District of Columbia*, 73 F.3d 418, 421-22 (D.C. Cir. 1996). Further, while BroadBand vigorously contends

³ Whether a post-petition Debtor-In-Possession, such as BroadBand, may be bound by the alleged knowledge of the debtor prior to its bankruptcy filing is a highly complex question of bankruptcy law that the Court need not reach given the hearsay nature of Key Equipment's Exhibits C and D and the impropriety of their use in the context of a Rule 12(b)(6) motion.

⁴ Aside from whether Exhibit D is "offered for the truth" of its contents, the argument Key Equipment makes is that BroadBand, as Debtor-in-Possession pursuant to 11 U.S.C. § 1101 with duties of a Trustee pursuant to 11 U.S.C. § 1107, should be charged with knowledge of a particular proof of claim out of the large number filed in this case. There is no basis for the Court to make that determination in this context.

that its Amended Complaint is legally sufficient and withstands scrutiny under Rule 12, in the event that this Court agrees with Key Equipment's contention that not all necessary allegations are present, the Court should permit BroadBand to make and support those allegations in a further amendment. Leave to amend must generally be granted unless equitable considerations render it otherwise unjust. *Foman*, 371 U.S. at 182.

In summary, the results of the discovery process will ultimately show what Key Equipment knew at various times, and whether its asserted limitations defense survives the relation back provisions of Rule 15. But the task before this Court is to determine whether there is a possible set of facts on which the Plaintiff could prevail, and that set of facts unquestionably exists. Because of the existence of that set of facts, Key Equipment's Motion must fail. As stated before, Key equipment's raw allegations of what it knew, when it knew it, what BroadBand knew, and when BroadBand knew it, are factual issues far beyond the permissible scope of a motion designed to test the "legal sufficiency" of the complaint. *JM Mechanical Corp.*, 716 F.2d at 197.

III. COUNT THREE OF THE COMPLAINT STATES A CAUSE OF ACTION UNDER § 550 OF THE BANKRUPTCY CODE.

Section 550(a) of the Bankruptcy Code provides that the trustee may recover from the initial transferee or any immediate or mediate transferee "to the extent that a transfer is avoided under Section ... 547....". The Code specifically separates the identification of avoidable transfers, under provisions such as Section 547, from the identification under Section 550 of who must pay. See, *In re H & S Transportation*, 939 F.2d 355, 358 (6th Cir 1991). If it is determined that the transfer is a preference under Section 547, the Court then looks to Section 550(a) to determine to whom the plaintiff may look for recovery of the property. *Id.* Although more than one creditor may be held responsible for a single

avoidable transaction under Section 550(a), such a recovery is subject to the trustee's right to only a single satisfaction of each preference claim. *Id.*, citing 11 U.S.C. § 550(c). While it is true that the viability of a Section 550 count is dependent upon the existence of a viable avoidance count, even if Key Equipment were entitled to dismissal under the preference count, there would continue to be a viable preference count as to two other defendants. A Section 550 action may be commenced against an entity that was not a party to the underlying section 547 action. See, *In re Warmus*, 276 B.R. 688 (S.D. Fla. 2002). It is also premature for the Court to deal with the Section 550 issues, as the issue of the avoidability of the transfers themselves has not been determined by this Court.

CONCLUSION

For all of the foregoing reasons, Plaintiff BroadBand Office, Inc. respectfully requests that this Honorable Court deny Key Equipment's Motion to Dismiss.

Dated: March 13, 2006
Wilmington, Delaware

Respectfully submitted,
WERB & SULLIVAN

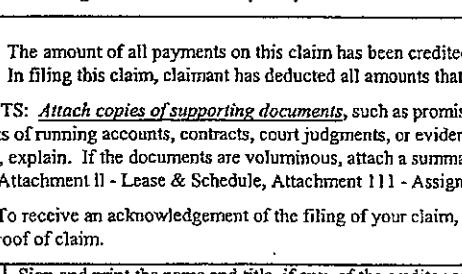
/s/ Brian A. Sullivan

Brian A. Sullivan (DE #2098)
Robert D. Wilcox (DE #4321)
Amy D. Brown (DE #4077)
300 Delaware Avenue, 13th Floor
P. O. Box 25046
Wilmington, DE 19899
Telephone: (302) 652-1100

Attorneys for Broadband Office, Inc., Plaintiff

Exhibit C

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United States Bankruptcy Court District of Delaware		PROOF OF CLAIM	
In re (Name of Debtor) Broadband Office, Inc.		Case Number 01-1720 (GMS) Chapter 11	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) Key Equipment Finance, a division of Key Corporate Capital, Inc., fka Leasetec Corporation		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. DISTRICT OF DELAWARE BROADBAND OFFICE, INC. 01-1720 (GMS) 00129	
Name and Address Where Notices Should be Sent Key Equipment Finance Attn: Sal Boscia 1000 South McCaslin Boulevard Louisville, CO 80027		<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Tel. (720) 304 - 1175 Fax: (720) 304 - 1716 ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR Lease # X163 Schedule #'s 01, 02, 03, 04, 05 & 06		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated _____. <input type="checkbox"/> amends _____	
1. BASIS FOR CLAIM: <ul style="list-style-type: none"> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (describe briefly) <p>Computer Equipment - See Attached Schedule</p>			
2. DATE DEBT WAS INCURRED: 03/09/00		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____. Unpaid compensation for services performed from _____ to _____ date date	
<input checked="" type="checkbox"/> SECURED CLAIM \$ 6,066,838.91 Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other (Describe briefly) Computer Equipment - See Attached Schedule		<input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)*, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -- 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child -- 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____. *Amounts are subject to adjustment on 4/11/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____. A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.			
<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____. Specify the priority of the claim.			
5. TOTAL AMOUNT OF CLAIM AT THE TIME \$ <u>6,066,838.91</u> (Unsecured) \$ <u>6,066,838.91</u> (Secured) \$ _____ (Priority) \$ _____		\$ <u>6,066,838.91</u> (Total)	
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			
7. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary. Attachment I - Calculation, Attachment II - Lease & Schedule, Attachment III - Assignment, Attachment IV - Assignment			
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 06/21/01	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)  Brian D. York - Director of Asset Recovery		
THIS SPACE IS FOR COURT USE ONLY JUN 29 PM 2:09 2001 U.S. DISTRICT COURT BANKRUPTCY COURT DISTRICT OF DELAWARE			

FILED

2001 JUN 29 PM 2:09

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE



Key Equipment Finance
1000 S. McCaslin Blvd.
Superior, CO 80027

June 21, 2001

CERTIFIED - Return Receipt Requested

United States Bankruptcy Court
Attn: David D. Bird - Clerk of the Court
824 Market Street, 5th Floor
Wilmington, DE 19801

Dear Mr. Bird:

SUBJECT: **Broadband Office, Inc.**
Case # 01-1720 (GMS)

Enclosed for filing in your office is the original Proof of Claim (with attachments) in the above-referenced cases.

Also enclosed is one copy of the Proof of Claim (without attachments) to be docket-stamped and returned to us in the enclosed, self-addressed, stamped envelope.

Sincerely,

Elizabeth Guarino

Elizabeth Guarino
Recovery Coordinator

Enclosures

RIDER A

The secured status of this claim is based upon the fact that the Debtor is obligated to this lessor pursuant to an unexpired true lease of equipment (as supported by the enclosed attachments) which the Debtor may assume. However, in the event that (i) the lease is rejected and the equipment is returned to lessor, or (ii) the lease is deemed a lease intended as security; and the equipment value is insufficient to satisfy lessor's entire claim, then lessor shall have an unsecured claim in an amount equal to the difference between the entire secured claim and the value of the equipment.

06/21/2001

ATTACHMENT 1								
BROADBAND OFFICE, INC.								
Amounts Due Key Equipment Finance - Bankruptcy #: 01-1720 (GMS)								
Date of Filing:	05/09/01							
PRE-PETITION - PAGE 1								
INVOICE OR DESCRIPTION	INV DUE DATE	AS OF	RENT	TAX	SUB TOTAL	# DAYS O/S	CONTRACT LATE CHARGE	TOTAL
1615296	12/28/00	05/08/01	3,787.27	921.73	\$ 4,709.00	132	\$ 414.39	\$ 5,123.39
1644386	01/28/01	05/08/01	3,787.27	921.73	\$ 4,709.00	101	\$ 317.07	\$ 5,026.07
1671935	02/28/01	05/08/01	3,787.27	921.73	\$ 4,709.00	70	\$ 219.75	\$ 4,928.75
1702709	03/28/01	05/08/01	20,482.81	921.73	\$ 21,404.54	42	\$ 599.33	\$ 22,003.87
1729642	04/28/01	05/08/01	7,510.36	337.97	\$ 7,848.33	11	\$ 57.55	\$ 7,905.88
1635622	01/11/01	05/08/01	8,042.04	2,041.05	\$ 10,083.09	118	\$ 793.20	\$ 10,876.29
1664372	02/11/01	05/08/01	8,222.04	2,041.05	\$ 10,263.09	87	\$ 595.26	\$ 10,858.35
1691107	03/11/01	05/08/01	44,467.52	2,041.05	\$ 46,508.57	59	\$ 1,829.34	\$ 48,337.91
1722082	04/11/01	05/08/01	41,503.02	1,867.65	\$ 43,370.67	28	\$ 809.59	\$ 44,180.26
1611818	12/20/00	05/08/01	14,974.75	3,717.39	\$ 18,692.14	140	\$ 1,744.60	\$ 20,436.74
1639003	01/20/01	05/08/01	14,974.75	3,717.39	\$ 18,692.14	109	\$ 1,358.30	\$ 20,050.44
1667916	02/20/01	05/08/01	14,974.75	3,657.97	\$ 18,632.72	78	\$ 968.90	\$ 19,601.62
1696281	03/20/01	05/08/01	80,988.45	3,717.39	\$ 84,705.84	50	\$ 2,823.53	\$ 87,529.37
1725363	04/20/01	05/08/01	51,292.68	2,308.18	\$ 53,600.86	19	\$ 678.94	\$ 54,279.80
1616184	12/29/00	05/08/01	3,484.11	864.93	\$ 4,349.04	131	\$ 379.82	\$ 4,728.86
1645324	01/29/01	05/08/01	3,484.11	864.93	\$ 4,349.04	100	\$ 289.94	\$ 4,638.98
1671936	02/28/01	05/08/01	3,484.11	851.10	\$ 4,335.21	70	\$ 202.31	\$ 4,537.52
1702714	03/29/01	05/08/01	18,843.25	864.93	\$ 19,708.18	41	\$ 538.69	\$ 20,246.87
1730670	04/29/01	05/08/01	6,281.08	282.65	\$ 6,563.73	10	\$ 43.76	\$ 6,607.49
1610229	12/17/00	05/08/01	11,149.48	2,767.78	\$ 13,917.26	143	\$ 1,326.78	\$ 15,244.04
1638107	01/17/01	05/08/01	11,149.48	2,767.78	\$ 13,917.26	112	\$ 1,039.16	\$ 14,956.42
1666324	02/17/01	05/08/01	11,149.48	2,723.54	\$ 13,873.02	81	\$ 749.14	\$ 14,622.16
1696282	03/17/01	05/08/01	60,300.10	2,767.78	\$ 63,067.88	53	\$ 2,228.40	\$ 65,296.28
1724827	04/17/01	05/08/01	44,220.07	1,989.91	\$ 46,209.98	22	\$ 677.75	\$ 46,887.73
1641725	01/26/01	05/08/01	29,122.66	7,290.26	\$ 36,412.92	103	\$ 2,500.35	\$ 38,913.27
1670357	02/26/01	05/08/01	29,125.36	7,172.07	\$ 36,297.43	72	\$ 1,742.28	\$ 38,039.71
1699604	03/26/01	05/08/01	157,724.14	7,286.80	\$ 165,010.94	44	\$ 4,840.32	\$ 169,851.26
1728379	04/26/01	05/08/01	68,347.13	3,096.64	\$ 71,443.77	13	\$ 619.18	\$ 72,062.95
SUB TOTAL / PRE-PETITION AMOUNTS DUE UNDER LEASE:								\$ 877,772.27
INTEREST ACCRUED SINCE PETITION DATE @ Contract Rate:								\$ 25,162.80

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06/21/2001

ATTACHMENT 1

BROADBAND OFFICE, INC.						
Amounts Due Key Equipment Finance - Bankruptcy #:			01-1720 (GMS)			
Date of Filing:	05/09/01					

POST-PETITION - PAGE 2**POST PETITION AMOUNTS ACCRUED TO DATE**

INVOICE OR DESCRIPTION	INV DUE DATE	AS OF	RENT	TAX	SUB TOTAL	# DAYS O/S	POST PETITION INTEREST @ CONTRACT RATE	TOTAL
1729642	04/28/01	06/21/01	12,972.45	583.76	\$ 13,556.21	54	\$ 488.02	\$ 14,044.23
1758506	05/28/01	06/21/01	20,482.81	921.73	\$ 21,404.54	24	\$ 342.47	\$ 21,747.01
1722082	04/11/01	06/21/01	2,964.50	133.40	\$ 3,097.90	71	\$ 146.63	\$ 3,244.53
1749851	05/11/01	06/21/01	44,467.52	2,041.05	\$ 46,508.57	41	\$ 1,271.23	\$ 47,779.80
1777170	06/11/01	06/21/01	44,467.52	2,001.05	\$ 46,468.57	10	\$ 309.79	\$ 46,778.36
1725363	04/20/01	06/21/01	29,695.77	1,336.32	\$ 31,032.09	62	\$ 1,282.66	\$ 32,314.75
1753007	05/20/01	06/21/01	80,988.45	3,644.50	\$ 84,632.95	32	\$ 1,805.50	\$ 86,438.45
1781390	06/20/01	06/21/01	80,988.45	3,644.50	\$ 84,632.95	1	\$ 56.42	\$ 84,689.37
1730670	04/29/01	06/21/01	12,562.17	565.31	\$ 13,127.48	53	\$ 463.84	\$ 13,591.32
1758515	05/29/01	06/21/01	18,843.25	847.96	\$ 19,691.21	23	\$ 301.93	\$ 19,993.14
1724827	04/17/01	06/21/01	16,080.03	723.60	\$ 16,803.63	65	\$ 728.16	\$ 17,531.79
1751950	05/17/01	06/21/01	60,300.10	2,713.51	\$ 63,013.61	35	\$ 1,470.32	\$ 64,483.93
1779984	06/17/01	06/21/01	60,300.10	2,713.51	\$ 63,013.61	4	\$ 168.04	\$ 63,181.65
1728379	04/26/01	06/21/01	89,377.01	4,049.45	\$ 93,426.46	56	\$ 3,487.92	\$ 96,914.38
1756114	05/26/01	06/21/01	157,724.14	7,146.09	\$ 164,870.23	26	\$ 2,857.75	\$ 167,727.98
SUB TOTAL / POST PETITION AMOUNTS DUE ACCRUED TO DATE:			732,214.27	\$ 33,065.74	765,280.01		\$ 15,180.69	\$ 780,460.70

06/21/2001

ATTACHMENT 1

BROADBAND OFFICE, INC.						
Amounts Due Key Equipment Finance - Bankruptcy #:		01-1720 (GMS)				
Date of Filing:	05/09/01					
<u>UNACCRUED FUTURE AMOUNTS DUE - POST PETITION - PAGE 3</u>						
LEASE # and RENTAL PERIOD	RENT	TAX				TOTAL
Schedule No. X163-01 06/28/01 - 08/27/01 2 months @ \$20,482.81/mo	40,965.62	1,843.46				\$ 42,809.08
Schedule No. X163-02 07/11/01 - 10/10/01 3 months @ \$44,467.52/mo	133,402.56	6,003.15				\$ 139,405.71
Schedule No. X163-03 07/20/01 - 10/19/01 3 months @ \$80,988.45/mo	242,965.35	10,933.50				\$ 253,898.85
Schedule No. X163-04 06/29/01 - 10/28/01 4 months @ \$18,843.25/mo	75,373.00	3,391.84				\$ 78,764.84
Schedule No. X163-05 07/17/01 - 12/16/01 5 months @ \$60,300.10/mo	301,500.50	13,567.55				\$ 315,068.05
Schedule No. X163-06 06/26/01 - 01/25/02 7 months @ \$157,724.14/mo	1,104,068.98	50,022.63				\$ 1,154,091.61
X163-01 EST 2001 PPTX	0.00	13,300.00				\$ 13,300.00
X163-02 EST 2001 PPTX	0.00	21,650.00				\$ 21,650.00
X163-03 EST 2001 PPTX	0.00	39,435.00				\$ 39,435.00
X163-04 EST 2001 PPTX	0.00	9,175.00				\$ 9,175.00
X163-05 EST 2001 PPTX	0.00	39,525.00				\$ 39,525.00
X163-06 EST 2001 PPTX	0.00	76,320.00				\$ 76,320.00
SUB TOTAL / POST PETITION UNACCRUED AMOUNTS DUE UNDER LEASE:						\$ 2,183,443.14
EQUIPMENT VALUE (for true leases):						\$ 2,200,000.00
TOTAL AMOUNT OF CLAIM*						\$ 6,066,838.91
*INTEREST ACCRUES ON ALL PRE- & POST-PETITION AMOUNTS AT LATE CHARGE RATE IN LEASE.						

MASTER LEASE AGREEMENT

No. X163

This Master Lease Agreement (the "MLA") is entered into by and between Extreme Networks® Credit Corporation ("Lessor"), having its principal place of business at 3585 Monroe Street, Santa Clara, CA 95051 and Broadband Office, Inc. ("Lessee"), having its principal place of business at 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182.

1. LEASE AGREEMENT. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment (the "Equipment") referenced in each of the Schedules (the "Schedule" or "Schedules") which incorporate this MLA herein (the "Lease").

2. TERM. Each Lease shall be effective upon the execution of the MLA and the related Schedule by the Lessor and the Lessee. The lease term (the "Lease Term") of the Equipment referenced in each of the Schedules shall commence on the rent commencement date specified in each Schedule (the "Rent Commencement Date"). The Rent Commencement Date shall be the date 30 days from the date that the Equipment is shipped by the supplier (the "Ship Date") as evidenced by a shipping document provided by the supplier related to the Equipment (the "Shipping Document"). Lessor will provide Lessee with a copy of the Shipping Document evidencing the Ship Date.

3. RENT. The rent (the "Rent") for the Equipment referenced in any Schedule shall be as stated in such Schedule and shall be payable according to the provisions of such Schedule. If any amount payable under a Schedule is not received by Lessor within 10 days of the due date, Lessee agrees to pay an Overdue Charge, as defined herein, with respect to such amount.

4. SELECTION AND ASSIGNMENT. Lessee will select the type, quantity and Supplier of each item of Equipment designated in a Schedule, and Lessee hereby assigns to Lessor all of its right, title and interest in and to the related equipment purchase agreement, a copy of which has been provided to Lessor by Lessee (the "Agreement"). The Agreement may be amended with the consent of Lessor. Any such assignment with respect to Equipment shall become binding upon Lessor when Lessor and Lessee have entered into a Lease with respect to such Equipment and as of the Rent Commencement Date referenced in such Lease. Upon such an assignment becoming effective, Lessor shall be obligated to purchase the Equipment from the Supplier in accordance with the provisions of the Agreement. It is expressly agreed that Lessee shall at all times remain liable to Supplier under the Agreement to perform all duties and obligations of Lessee thereunder, except for the obligation to purchase the Equipment to the extent expressly assumed by the Lessor hereunder, and that the Lessee shall be entitled to the same rights of the purchaser of the Equipment under the Agreement, except such right, title and interest in the Equipment retained exclusively by the Lessor as owner of the Equipment. Lessor shall have no liability for a Supplier's failure to meet the terms and conditions of the Agreement.

5. DELIVERY AND INSTALLATION. Lessee shall be responsible for payment of all transportation, packing, installation, testing and other charges associated with the delivery, installation or use of any Equipment which are not included in the Agreement with respect to such Equipment.

6. WARRANTIES. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE TO LESSEE OR ANY OTHER PERSON FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM LESSEE'S USE OF THE EQUIPMENT, OR FOR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S PASSIVE NEGLIGENCE. LESSEE HEREBY ACKNOWLEDGES THAT ANY MANUFACTURER'S OR SUPPLIER'S WARRANTIES WITH RESPECT TO THE EQUIPMENT ARE FOR THE BENEFIT OF BOTH LESSOR AND LESSEE. NOTWITHSTANDING THE FOREGOING, LESSEE'S OBLIGATIONS TO PAY EACH RENT PAYMENT DUE, OR OTHERWISE PERFORM ITS OBLIGATIONS, UNDER THIS LEASE ARE ABSOLUTE AND UNCONDITIONAL.

7. TITLE TO AND LOCATION OF EQUIPMENT. Lessor shall retain title to each item of Equipment. Lessee, at its expense, shall protect Lessor's title and keep the Equipment free from all claims, liens, encumbrances and legal processes. The Equipment is personal property and is not to be regarded as part of the real estate on which it may be situated. If requested by Lessor, Lessee will, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment. The Equipment shall not be removed from the location specified in the Schedule without the written consent of Lessor. Lessee shall, upon Lessor's request, affix and maintain plates, tags or other identifying labels, showing Lessor's ownership of the Equipment in a prominent position on the Equipment.

8. USE OF EQUIPMENT, INSPECTION AND REPORTS. The use of the Equipment by Lessee shall conform with all applicable laws, insurance policies, and warranties of the manufacturer or Supplier of the Equipment. Lessor shall have the right to inspect the Equipment at the premises where the Equipment is located. Lessee shall notify Lessor promptly of any claims, liens, encumbrances or legal processes with respect to the Equipment.

9. FURTHER ASSURANCES. Lessee shall execute and deliver to Lessor such instruments as Lessor deems necessary for the confirmation of this Lease and Lessor's rights hereunder. Lessor is authorized to file financing statements signed only by the Lessor in accordance with the Uniform Commercial Code, or financing statements signed by Lessor as Lessee's attorney-in-fact. Any such filing with respect to the Equipment leased pursuant to a true lease shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code.

10. MAINTENANCE AND REPAIRS. Lessee shall, at its expense, maintain each item of Equipment in good condition, normal wear and tear excepted. Lessee shall not make any repair, addition, alteration, or attachment to the Equipment without Lessor's prior written consent. Lessee shall make no repair, addition, alteration or attachment to the Equipment which interferes with the normal operation or maintenance thereof, creates a safety hazard, or might result in the creation of a mechanic's or materialman's lien.

11. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations under a Lease, Lessor may perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment subject thereto and Lessor's title thereto. All sums so paid by Lessor (together with all related Overdue Charges), and reasonable attorneys' fees incurred by Lessor in connection therewith, shall be additional rent payable to Lessor on demand. The performance of any such act or the making of any such payment by Lessor shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

12. INDEMNIFICATION. Lessee assumes liability for, and hereby agrees to indemnify, protect and hold harmless, Lessor, and its agents, employees, officers, directors, partners and successors and assigns, from and against, all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or in tort, arising out of the use, condition, operation, ownership, selection, delivery, leasing or return of any item of Equipment, regardless of when, how, and by whom operated, or any failure on the part of Lessee to perform or comply with any of its obligations under a Lease, excluding, however, any of the foregoing which result from the gross negligence or wilful misconduct of Lessor. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of such Lease. Nothing contained in any Lease shall authorize Lessee to operate the Equipment subject thereto so as to incur or impose any liability on, or obligation for or on behalf of, Lessor.

13. NO OFF-SET. All Rents shall be paid by Lessee irrespective of any off-set, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the manufacturer or Supplier of the Equipment or any other party.

14. ASSIGNMENT BY LESSEE. Lessee shall not, without Lessor's prior written consent, (a) sell, assign, transfer, pledge, hypothecate, or otherwise dispose of, encumber or suffer to exist a lien upon or against, any of the Equipment or any Lease or any interest therein, by operation of law or otherwise, or (b) sublease or lend any of the Equipment or permit any of the Equipment to be used by anyone other than Lessee.

15. ASSIGNMENT BY LESSOR. Lessor may assign, sell or encumber its interest in any of the Equipment and any Lease. Upon Lessor's written consent, Lessee shall pay directly to the assignee of any such interest all Rent and other sums due under an assigned Lease. THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEDUCTION, OFF-SET, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST LESSOR OR ANY OTHER PERSON OR ENTITY. Notwithstanding the foregoing, any such assignment (a) shall be subject to Lessee's right to possess and use the Equipment subject to a Lease so long as Lessee is not in default thereunder, and (b) shall not release any of Lessor's obligations hereunder.

16. RETURN OF EQUIPMENT. Unless Lessee has exercised its option, if any, to renew a lease or purchase the Equipment subject thereto, upon expiration of the then current Lease Term of such Lease, Lessee shall, at its expense, cause such Equipment to be removed, disassembled, and placed in the same condition as when delivered to Lessee (reasonable wear and tear excepted) and properly crate such Equipment for shipment and deliver it to a common carrier designated by Lessor. Lessee will ship such Equipment, F.O.B. destination, to any address specified in writing by Lessor within the continental United States. All additions, attachments, alterations and repairs made or placed upon any of the Equipment shall become part of such Equipment and shall be the property of Lessor.

17. EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to constitute an Event of Default hereunder: (a) Lessee fails to pay Rent, any other amount it is obligated to pay under a Lease or any other amount it is obligated to pay to Lessor and does not cure such failure within 10 days of such amount becoming due; (b) Lessee fails to perform or observe any obligation or covenant to be performed or observed by Lessee hereunder or under any Schedule, including, without limitation, supplying all requested documentation, and does not cure such failure within 10 days of receiving written notice thereof from Lessor; (c) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee is proven to have been false in any material respect when made or furnished; (d) the attempted sale or encumbrance by Lessee of the Equipment, or the making of any levy, seizure or attachment thereof or thereon; or (e) the dissolution, termination of existence, discontinuance of business, insolvency, or appointment of a receiver of any part of the property of Lessee, assignment by Lessee for the benefit of creditors, the commencement of proceedings under any bankruptcy, reorganization or arrangement laws by or against Lessee, or any other act of bankruptcy on the part of Lessee.

18. REMEDIES OF LESSOR: At any time after the occurrence of any Event of Default, Lessor may exercise one or more of the following remedies: (a) Lessor may terminate any or all of the Leases with respect to any or all items of Equipment subject thereto; (b) Lessor may recover from Lessee all Rent and other amounts then due and to become due under any or all of the Leases; (c) Lessor may take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession, and any such taking of possession shall not constitute a termination of any Lease; (d) Lessor may demand that Lessee return any or all items of Equipment to Lessor in accordance with Paragraph 16; and (e) Lessor may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance or an injunction.

Upon repossession or return of any item of the Equipment, Lessor shall sell, lease or otherwise dispose of such item in a commercially reasonable manner, with or without notice and on public or private bid, and apply the net proceeds thereof (after deducting the estimated fair market value of such item at the expiration of the term of the applicable Lease, in the case of a sale, or the rents due for any period beyond the scheduled expiration of such Lease, in the case of any subsequent lease of such item, and all expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith) towards the Rent and other amounts due under such Lease, with any excess net proceeds to be retained by Lessor.

Each of the remedies under this Lease shall be cumulative, and not exclusive, and in addition to any other remedy referred to herein or otherwise available to Lessor in law or in equity. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgment against Lessee shall not bar Lessor's right to repossess any of all items of Equipment.

19. CREDIT AND FINANCIAL INFORMATION: Within 90 days of the close of each of Lessee's fiscal years, Lessee shall deliver to Lessor a copy of Lessee's annual report, if any, and an audited balance sheet and profit and loss statement with respect to such year. If audited financial statements of Lessee for such year are not prepared, Lessee may provide financial statements certified by an officer of Lessee. At Lessor's request, Lessee shall deliver to Lessor a balance sheet and profit and loss statement for any of its fiscal quarters, certified by an officer of Lessee.

20. INSURANCE: As of the date that risk of loss for the Equipment passes from the Supplier to the Lessee under the terms of the Agreement, Lessee shall obtain and maintain through the end of the Lease Term of each Lease (and any renewal or extension thereof), at its own expense, property damage and personal liability insurance and insurance against loss or damage to the Equipment, including, without limitation, loss by fire (with extended coverage), theft and such other risks of loss as are customarily insured against with respect to the types of Equipment leased hereunder and by the types of businesses in which such Equipment will be used by Lessee. Such insurance shall be in such amounts, with such deductibles, in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of the insurance against loss or damage to the Equipment shall not be less than the greater of the replacement value of the Equipment, from time to time, or the original purchase price of the Equipment. Each insurance policy shall name Lessee as an insured and Lessor as an additional insured or loss payee, and shall contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect; provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage to, or loss of, any of the Equipment, or any part thereof, or any personal injury or property damage occasioned by the use of any of the Equipment.

21. TAXES: Lessee hereby assumes liability for, and shall pay when due, and, on a net after-tax basis, shall indemnify, protect and hold harmless Lessor against all fees, taxes and governmental charges (including, without limitation, interest and penalties) of any nature imposed on or in any way relating to Lessor, Lessee, any item of Equipment or any Lease, except state and local taxes on or measured by Lessor's net income (other than any such tax which is in substitution for or relieves Lessee from the payment of taxes it would otherwise be obligated to pay or reimburse to Lessor as herein provided) and federal taxes on Lessor's net income. Lessee shall, at its expense, file when due with the appropriate authorities any and all tax and similar returns, and reports required to be filed with respect thereto, for which it has indemnified Lessor hereunder or, if requested by Lessor, notify Lessor of all such requirements and furnish Lessor with all information required for Lessor to effect such filings. Any fees, taxes or other charges paid by Lessor upon failure of Lessee to make such payments shall, at Lessor's option, become immediately due from Lessee to Lessor and shall be subject to the Overdue Charge from the date paid by Lessor until the date reimbursed by Lessee.

22. SEVERABILITY: If any provision of any Lease is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of such Lease or any provision of any other Lease.

23. NOTICES: All notices hereunder shall be in writing and shall be deemed given when sent by certified mail, postage prepaid, return receipt requested, addressed to the party to which it is being sent at its address set forth herein or to such other address as such party may designate in writing to the other party.

24. AMENDMENTS, WAIVERS AND EXTENSIONS: This MLA and each Schedule constitute the entire agreement between Lessor and Lessee with respect to the lease of the Equipment subject to such Schedule, and supersede all previous communications, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter. No provision of any Lease may be changed, waived, amended or terminated except by a written agreement, specifying such change, waiver, amendment or termination, signed by both Lessee and Lessor, except that Lessor may insert, on the appropriate schedule, the serial number of Equipment, after delivery of such Equipment, and the Rent Commencement Date for the Equipment. No waiver by Lessor of any Event of Default shall be construed as a waiver of any future Event of Default or any other Event of Default. At the expiration of the Lease Term with respect to a Lease, upon notice given by Lessee at least ninety (90) days prior thereto, (a) such Lease shall be renewed or the Equipment subject thereto shall be purchased under the terms and conditions set forth herein for a term and rent amount or purchase price, as the case may be, to be agreed upon, or (b) if no such agreement is reached prior to the expiration of such Lease Term or such notice specifies that Lessee intends to return the Equipment, then Lessee shall return the Equipment to Lessor in the manner prescribed in Paragraph 16 of this MLA. In the absence of Lessor's timely receipt of the notice contemplated by the preceding sentence, the Lease shall be automatically extended, on a month-to-month basis, until terminated (upon notice by either party given at least ninety (90) days prior to the end of the month on which the termination is to be effective) or until renewed or the Equipment subject thereto is purchased by agreement of the parties. Unless otherwise agreed, Lessee shall continue to pay Rent for each month following such Lease Term until the Equipment subject to such Lease is returned pursuant to Paragraph 16 of this MLA.

25. CONSTRUCTION: This MLA shall be governed by and construed in accordance with the internal laws, but not the choice of laws provisions, of the State of California. The titles of the sections of this MLA are for convenience only and shall not define or limit any of the terms or provisions hereof. Time is of the essence in each of the provisions hereof.

26. PARTIES: This MLA shall be binding upon, and inure to the benefit of, the permitted assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in this MLA, the liability of each shall be joint and several.

27. COUNTERPARTS: Each Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

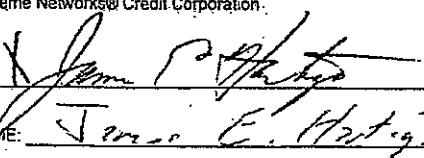
28. OVERDUE CHARGE: Overdue Charge shall mean an amount equal to 2% per month of any payment under a Lease which is past due, including, without limitation, any amounts not included in any payment of Rent hereunder, or the highest charge permitted by law, whichever is lower.

The person executing this MLA on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this MLA.

Accepted by:

Extreme Networks® Credit Corporation

BY:


NAME: James E. Hartigan

TITLE:

CFO

DATE:

3/7/00

LESSEE: Broadband Office, Inc.

BY:


NAME: Peter G. Fab

Print

TITLE: Director of Finance & Comptroller

DATE:

3/9/00

LEASE SCHEDULE NO. 01

This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between

Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).

1. Supplier: Extreme Networks
2. Location of Equipment: Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3. Equipment Value: \$ 349,416.75 (exclusive of sales and/or use taxes).
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6 and its expiration date shall be 18 months after such Rent Commencement Date.
5. Rent: \$ 20,482.81 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each succeeding month of the Lease Term. The advance Rent payment shall be \$ 40,965.62. This amount includes \$ 20,482.81 for the first month, and \$ 20,482.81 for the last 1 month(s), of the Lease Term.
6. Rent Commencement Date: February 28, 2000
7. Purchase Option:
Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8. Renewal Option:
Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9. Tax Benefits:
Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interest, penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's acts, omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.
10. Description of Equipment:
See Schedule A which is attached hereto and made a part hereof by this reference.

The person executing this Schedule on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this Schedule

Accepted by: Extreme Networks® Credit Corporation

BY: Jean E. Hartigan
NAME: Jean E. Hartigan
Print

TITLE: CFO

DATE: 3/9/00

LESSEE: Broadband Office, Inc.

BY: Perry G. Fabi

NAME: PERRY G. FABI

Print

TITLE: DIRECTOR OF FINANCE & CONTROLLER

DATE: 3/9/00

ADDENDUM

This Addendum is to Schedule No. 01 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph (7) – In Paragraph (7) of the Lease Schedule, the following is replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph (7) are deleted and replaced with the following: "(20)% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks Credit Corporation

By: Jean P. Hartigan
Name: Jean E. Hartigan
Title: CEO
Date: 3/9/00

Lessee: Broadband-Office, Inc.

By: P. Bal
Name: P. Bal G. FAAS
Title: DIRECTOR OF FINANCE & CONTROLLER
Date: 3/9/00



February 9, 2000

Mr. Brian Blair
Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

Re: Master Lease Agreement No. X163, Schedule No. 01

Dear Mr. Blair:

Please sign below your agreement and acknowledgment that the Rent Commencement date on the above referenced Schedule to Master Lease Agreement No. X163 will be

Feb. 28 2000

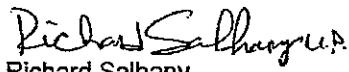
This date supersedes section 3 of the Master Lease Agreement.

Except as modified by this letter, the terms and conditions of the Lease Schedule and Master Lease Agreement shall remain in full force and effect.

Don't hesitate to call with any questions you may have.

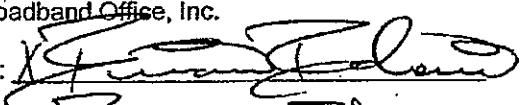
Cordially,

Extreme Networks® Credit Corporation


Richard Salhany

Agreed and Acknowledged by:

Broadband Office, Inc.

By: 

Name: Brian Blair

Title: Manager Purchasing + Contracts

Date: 3/10/00



SCHEDULE A

2070 Chain-Bridge Road, Suite 350
Vienna, VA 22182

MLA# X163
Schedule #01

Serial Number	Description	Quantity	Unit Price	Total Price
14001	SUMMIT4-10/100TX	21	6,997.50	146,947.50
11703	S7i 1000BSX 4 GBIC	5	15,672.25	78,361.25
15001	SUMMIT48-BASIC LAYE	20	3,677.70	73,554.00
13011	SUMMIT24-BASIC LAYE	20	2,527.70	50,554.00

TOTAL COST: **\$349,416.75**

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PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. <u>No other name will be indexed.</u>	Check the box indicating the kind of statement. Check only one box.
Broadband Office, Inc. 2070 Chain Bridge Road Vienna, VA 22162	<input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION

Name & address of Secured Party Extreme Networks® Credit Corporation 3585 Monroe Street Santa Clara, CA 95051	Name & address of Assignee Leasetec Corporation 1000 South McCallin Blvd Superior, CO 80027
--	--

Date of maturity if less than five years	Check if proceeds of collateral are covered
--	---

Description of collateral covered by original financing statement MLA# X163-01 See attached (VA, Fairfax)

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date) <i>[Signature]</i> 3/9/00	Signature of Secured Party if applicable (Date) <i>[Signature]</i>
---	---

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

000417 7259

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22162

Check the box indicating the kind of statement.
Check only one box.

ORIGINAL FINANCING STATEMENT
 CONTINUATION-ORIGINAL STILL EFFECTIVE
 AMENDMENT
 ASSIGNMENT
 PARTIAL RELEASE OF COLLATERAL
 TERMINATION

Name & address of Secured Party

Extreme Networks® Credit Corporation
3585 Monroe Street
Santa Clara, CA 95051

Name & address of Assignee

Leasetec Corporation
1000 South McCaslin Blvd
Superior, CO. 80027

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

MLA# X163-01
See attached (VA)

TCC#620 X163-01

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Broadband Office, Inc.

Extreme Networks® Credit Corporation

LEASE SCHEDULE NO. 02

This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between

Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).

1. Supplier: Extreme Networks
2. Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3. Equipment Value: \$ 758,572.50 (exclusive of sales and/or use taxes).
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6 and its expiration date shall be 18 months after such Rent Commencement Date.
5. Rent: \$ 44,467.52 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each succeeding month of the Lease Term. The advance Rent payment shall be \$ 88,935.04. This amount includes \$ 44,467.52 for the first month, and \$ 44,467.52 for the last 1 month(s), of the Lease Term.
6. Rent Commencement Date: 20
7. Purchase Option:
Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8. Renewal Option:
Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9. Tax Benefits:
Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
10. Description of Equipment:
See Schedule A which is attached hereto and made a part hereof by this reference.

The person executing this Schedule on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this Schedule

Accepted by: Extreme Networks® Credit Corporation
 BY: James E. Hartigan
 NAME: James E. Hartigan
 Print: James E. Hartigan
 TITLE: CFO
 DATE: 3/17/00

LESSEE: Broadband Office, Inc.
 BY: Perry Fabi
 NAME: Perry Fabi
 Print: Perry Fabi
 TITLE: DIRECTOR OF FINANCE & CONTROLLER
 DATE: 3/17/00

ADDENDUM

This Addendum is to Schedule No. 02 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 7 – In Paragraph 7 of the Lease Schedule, the following is replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks Credit Corporation

By: Jean E. Hartigan
Name: Jean E. Hartigan
Title: CFO
Date: 3/17/00

Lessee: Broadband Office, Inc.

By: P. Shah
Name: PERALY FAO1
Title: DIRECTOR OF FINANCE & CASHFLOW
Date: 3/17/00

Case 1:04-cv-00407-GMS Document 69-7 Filed 03/15/2007 Page 18 of 48

**SCHEDULE A**

Broadband Office, Inc.
 2070 Chain Bridge Road, Suite 350
 Vienna, VA 22182

MLA# X163
 Schedule # 02

Serial Number	Description	Quantity	Unit Price	Total Price
14001	SUMMIT4-10/100TX	71	6,997.50	496,822.50
15010	48 10/100 TX, NO GBIC	18	2,997.50	53,955.00
15001	SUMMIT48-BASIC LAYE	30	3,997.50	119,925.00
13011	SUMMIT24-BASIC LAYE	30	2,747.50	82,425.00
10011	SX GBIC MODULE	20	272.25	5,445.00

TOTAL COST: **\$758,572.50**



March 16, 2000

Mr. Perry Fabi
Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 02

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of March 13, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on April 11, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

A handwritten signature in black ink that appears to read "Richard Salhany M.F." followed by a small checkmark.

Richard Salhany

cc: Billing Department

Case 1:04-cv-00407-GMS Document 69-7 Filed 03/15/2007 Page 20 of 48

2423184 CC VA FAIRFAX
#B

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTSThe Commission stamps the File Number on the Original Financing Statement. The secured
party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

C O 9 0 0 0 0

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, CA 22182Check the box indicating the kind of statement.
Check only one box.

ORIGINAL FINANCING STATEMENT
 CONTINUATION-ORIGINAL STILL EFFECTIVE
 AMENDMENT
 ASSIGNMENT
 PARTIAL RELEASE OF COLLATERAL
 TERMINATION

Name & address of Secured Party

Name & address of Assignee

Extreme Networks © Credit Corporation
3583 Monroe Street
Santa Clara, CA 95051Leasetec Corporation
1000 South McCaslin Blvd
Superior, CO. 80027

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

MLA# X163-02 (Fairfax, VA)
See attached

TCC 627 X163-02

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia
from another jurisdiction.

Describe Real Estate if applicable:

RETURN ACK. TO:
UCC DIRECT SERVICES
P.O. BOX 29071

GLendale, CA 91209-9071 Extreme Networks® Credit Corporation

Broadband Office, Inc.

3/17/00

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

000612 7390

Name & mailing address of all debtors, trade styles, etc. <u>No other name will be indexed.</u>	Check the box indicating the kind of statement. Check only one box.
Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182	<input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name & address of Secured Party	Name & address of Assignee
Extreme Networks® Credit Corporation 3583 Monroe Street Santa Clara, CA 95051	Leasetec Corporation 1000 South McCaslin Blvd Superior, CO. 80027
Date of maturity if less than five years	Check if proceeds of collateral are covered <input type="checkbox"/>

Description of collateral covered by original financing statement

MLA# X163-02 (VA)
See attached

TCC 627 X163-02

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

RETURN ACK. TO:
UCC DIRECT SERVICES

P.O. BOX 29071

GLENDALE, CA 91209-9071

Extreme Networks® Credit Corporation

UCC-CLERK'S OFFICE

Broadband Office, Inc.

X *[Signature]* 3/17/00

Signature of Debtor if applicable (Date)

[Signature] Signature of Secured Party if applicable (Date)

LEASE SCHEDULE NO. 03

This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between

Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).

1. Supplier: Extreme Networks
2. Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3. Equipment Value: \$ 1,381,584.00 (exclusive of sales and/or use taxes).
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6 and its expiration date shall be 18 months after such Rent Commencement Date.
5. Rent: \$ 80,988.45 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each succeeding month of the Lease Term. The advance Rent payment shall be \$ 161,976.90. This amount includes \$ 80,988.45 for the first month, and \$ 80,988.45 for the last 1 month(s), of the Lease Term.
6. Rent Commencement Date: _____, 19_____

7. Purchase Option:

Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.

8. Renewal Option:

Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.

9. Tax Benefits:

Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.

Lessee agrees to pay promptly to Lessor an amount which will fully compensate Lessor, on an after-tax basis, for any loss of the Tax Benefits, plus interest, penalties and additions to tax, any loss in time value of the Tax Benefits, and any taxes imposed on any such compensation payment, resulting from Lessee's acts, omissions or misstatements, including, without limitation, with respect to the representations and warranties in the preceding paragraph. A loss of Tax Benefits occurs at the earliest of: (i) the happening of any event causing the loss; (ii) payment by Lessor of any additional tax resulting from the loss; or (iii) any adjustment to the tax return of Lessor. Lessor's right to recovery of a loss of Tax Benefits shall survive the expiration or termination of this Lease.

10. Description of Equipment:

See Schedule A which is attached hereto and made a part hereof by this reference.

The person executing this Schedule on behalf of Lessee Herby certifies that he or she has read, and is duly authorized to execute, this Schedule

Accepted by: Extreme Networks® Credit Corporation

BY: Jean E. Hartigan

NAME: Jean E. Hartigan
Print

TITLE: CFO

DATE: 3/28/00

LESSEE: Broadband Office, Inc.

BY: P. Bal

NAME: P. Bal
Print

TITLE: Director of Finance & Controller

DATE: 3/24/00

ADDENDUM

This Addendum is to Schedule No. 03 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph (x) – In Paragraph (x) of the Lease Schedule, the following is replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 (x) are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV")".

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks ® Credit Corporation

By: James E Hartigan

Name: James E. Hartigan

Title: CFO

Date: 3/28/00

Lessee: Broadband Office, Inc.

By: Peter Fabs

Name: Peter Fabs

Title: Director of Finance & Comptroller

Date: 3/24/00

**SCHEDULE A**

Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

MLA# X163
Schedule# 03

Quantity	Description
70	Summit4 - 10/100TX
50	S7F,28 100BSX.4 GBIC
23	48 10/100 TX, No GBIC
144	SX GBIC Module

TOTAL COST: **\$1,381,584.00**



March 24, 2000

Mr. Peter Fabi
Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 03

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of March 22, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on April 20, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

A handwritten signature in black ink, appearing to read "Richard Sainany".

cc: Billing Department

Case 1:04-cv-00167-GMS Document 69-7 Filed 02/15/07 Page 28 of 49

DRILLING TESTS AND INFORMATION

THE CREDITOR PURSUING RECOVERY OF AN ENGLISH ACTION FOR THE RECOVERY AGAINST THE RECORD OWNER OF PROPERTY AND STABLING THE NAME OF THE RECORD OWNER.

STATE COOPERATION COMMISSION

FORM TO REQUEST FINANCIAL STATEMENT AND DISBURSEMENT STATEMENTS

Getting more money than you need will cost you more in interest charges, so it's best to place less cash in your wallet since there's little point to having it.

ANSWER TO THE QUESTIONS (Page 29) (contd.)

0001.12.73-91

The following table gives the results of the above analysis.

Check the box indicating the kind of statement you are making:

Two thousand One hundred and
Twenty Seven Thousand Seven Hundred and
Twenty Five

CONTINUATION OF ORIGINAL STATEMENT
ATTACHMENT

THEORETICAL PREDICTION

ANSWER *What is the best way to increase sales?*

10. The following is a list of the names of the members of the Board of Directors of the Company.

Leicester-Portland, Inc.
1980 Sales Report

10. The following table shows the number of hours worked by 1000 workers in a certain industry.

10. The following table shows the number of hours worked by 1000 employees.

卷之三十一

卷之三

The Senate rejected an amendment to grant the House of Representatives the right to overturn a presidential veto or a bill from a previous session.

Deutsche Reichs- und Staatsanwaltschaft

ATTACHMENT 1B
COMPANY SERVICES EXTRAS - WILMINGTON CREDIT CORPORATION
PO BOX 2791 [REDACTED]
NASHUA, NH 03061-2791

Symmetries of Verma's approachable DFT

PIANOPIESCHER HANDELSCHEID

2423190 CC VA FAIRFAX

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO. () YES () NAME OF RECORD OWNER

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only) X (4)

Name & mailing address of all debtors, trade styles, etc.
No other name will be noted.

Branch Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna VA 22182

Check the box indicating the kind of statement.
Check only one box.

 ORIGINAL FINANCING STATEMENT CONTINUATION-ORIGINAL STILL EFFECTIVE AMENDMENT ASSIGNMENT PARTIAL RELEASE OF COLLATERAL TERMINATION

Name & address of Secured Party

Extreme Networks Credit Corporation
2505 Monroe Street
Santa Clara CA 95051

Name & address of Assignee

Extreme Corporation
1000 South Meridian Street
Indianapolis, IN 46225

Date of maturity if less than five years.

Check if proceeds of collateral are required

Description of collateral covered by original financing statement

MAP #163 - 03 (Fairfax, VA)
See Attached

TCC 629-#163-03

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

RECEIVED
RETURN ACK'D
UCC DIRECT SERVICES
P.O. BOX 29071
GLENDALE, CA 91209-9071

Branch Office, Inc.

Extreme Networks Credit Corporation

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

LEASE SCHEDULE NO. 04

This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between

Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).

1. Supplier: Extreme Networks
2. Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3. Equipment Value: \$ 321,447.50 (exclusive of sales and/or use taxes).
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6 and its expiration date shall be 18 months after such Rent Commencement Date.
5. Rent: \$ 18,843.25 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each succeeding month of the Lease Term. The advance Rent payment shall be \$ 37,686.50. This amount includes \$ 18,843.25 for the first month, and \$ 18,843.25 for the last 1 month(s), of the Lease Term.
6. Rent Commencement Date: _____, 20_____
7. Purchase Option:
Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such Equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8. Renewal Option:
Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9. Tax Benefits:
Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Sections 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
10. Description of Equipment:
See Schedule A which is attached hereto and made a part hereof by this reference.

The person executing this Schedule on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this Schedule

Accepted by: Extreme Networks® Credit Corporation
 BY: James E. Hartigan
 NAME: James E. Hartigan
 Print: _____
 TITLE: CFO
 DATE: 4/4/00

LESSEE: Broadband Office, Inc.
 BY: P. Shab
 NAME: PERRY SHAB
 Print: _____
 TITLE: DIRECTOR OF FINANCE & CONTROLLER
 DATE: 4/4/00

ADDENDUM

This Addendum is to Schedule No. 04 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 7 – In Paragraph 7 of the Lease Schedule, the following is replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks® Credit Corporation

By: James E. Hartigan

Name: James E. Hartigan

Title: CFO

Date: 4/4/00

Lessee: Broadband Office, Inc.

By: P.M.L.

Name: Patricia FAB 1

Title: DIRECTOR OF FINANCE & COMPTROLLER

Date: 4/4/00

**SCHEDULE A**

Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

MLA# X163
Schedule # 04

Quantity	Description
44	SUMMIT4-10/100TX
2	BLACKDIAMOND 6800 CHASSIS
3	BD 6800 A/C POWER SUPPLY
7	BD 6800 BLANK MODULE

TOTAL COST: \$321,447.50



April 3, 2000

Mr. Perry Fabi
Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 04

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of March 29, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on April 29, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

A handwritten signature in black ink that appears to read "Richard Salhany".

Richard Salhany

cc: Billing Department

Case 1:04-cv-00407-GMS Document 69-7 Filed 03/15/2007 Page 32 of 48

CC Fairfax 2422471

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. <u>No other name will be indexed.</u> Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna, VA 22182	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name & address of Secured Party Extreme Networks® Credit Corporation 3583 Monroe Street Santa Clara, CA 95051	Name & address of Assignee Leasetec Corporation 1000 McCaslin Blvd Superior, Colorado 80027
Date of maturity if less than five years	Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

MLA# X163-04 (FAIRFAX)
See attached

TCC# 631

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Broadband Office, Inc. <i>[Signature]</i> 4/4/00 Signature of Debtor if applicable (Date)	RETURN ACK. TO: UCC DIRECT SERVICES P.O. BOX 29071 GLENDALE, CA 91209-9071	Extreme Networks® Credit Corporation <i>[Signature]</i> Signature of Secured Party if applicable (Date)
---	---	---

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

000623 7091 000609 7216

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

Check the box indicating the kind of statement.
Check only one box.

ORIGINAL FINANCING STATEMENT
 CONTINUATION-ORIGINAL STILL EFFECTIVE
 AMENDMENT
 ASSIGNMENT
 PARTIAL RELEASE OF COLLATERAL
 TERMINATION

Name & address of Secured Party

Extreme Networks® Credit Corporation
3585 Monroe Street
Santa Clara, CA 95051

Name & address of Assignee

Leasetec Corporation
1000 McCaslin Blvd.
Superior, Colorado 80027

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

MLA# X163-04
See attached (VA)

TCC#631

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Broadband Office, Inc. <i>[Signature]</i> 4/4/00	RETURN ACK. TO: UCC DIRECT SERVICES P.O. BOX 29071 GLENDALE, CA 91209-9071	Extreme Networks® Credit Corporation <i>[Signature]</i>
Signature of Debtor if applicable (Date)		Signature of Secured Party if applicable (Date)

LEASE SCHEDULE NO. 05

This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between

Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).

1. Supplier: Extreme Networks
2. Location of Equipment: 2070 Chain Bridge Road, Suite 350, Vienna, VA 22182
3. Equipment Value: \$ 1,377,973.00 (exclusive of sales and/or use taxes).
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6 and its expiration date shall be 18 months after such Rent Commencement Date.
5. xx.. See Addendum
6. Rent Commencement Date: June 17, 2000
7. Purchase Option:
Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the equipment.
8. Renewal Option:
Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the equipment for the renewal term.
9. Tax Benefits:
Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of equipment, as provided by Sections 168(h) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this lease will not become, and will not allow the equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
10. Description of Equipment:
See Schedule A which is attached hereto and made a part hereof by this reference.

The person executing this Schedule on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this Schedule

Accepted by: Extreme Networks® Credit Corporation
 BY: Jean E. Hartigan
 NAME: Jean E. Hartigan
 Print: _____
 TITLE: CFO
 DATE: 6/27/00

LESSEE: Broadband Office, Inc.
 BY: P. Schi
 NAME: PERRY SCHI
 Print: _____
 TITLE: CONTROLLER
 DATE: 6/27/00

ADDENDUM

This Addendum is to Schedule No. 05 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 5 - Paragraph 5 is deleted and replaced by the following:

"Rent: \$413,391.90 for the first month (exclusive of sales and/or use taxes),
\$60,300.10 for the next **seventeen** months (exclusive of sales and/or use taxes).
The advance rental payment shall be \$413,391.90. This amount includes
\$413,391.90 for the first month."

Paragraph 7 – In Paragraph 7 of the Lease Schedule, the following is replaced:

The words "its fair market value for the continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with 20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks Credit Corporation

By: Jean E. Hartman

Name: Jean E. Hartman

Title: CFO

Date: 6/27/00

Lessee: Broadband Office, Inc.

By: Perry Fabi

Name: Perry Fabi

Title: CONTROLLER

Date: 6/27/00



SCHEDULE A

Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

MLA# X163
Schedule# 05

Quantity	Description
9	48 10/100 TX, No GBIC
178	Summit4 - 10/100TX
3	BD 48 Port 10/100Base
6	LX GBIC Module
20	SX GBIC Module
3	BD 6800 MSM 64
7	BD, G8X Blade Shippin
2	S7i, 28 100BSX, 4 GBIC

TOTAL COST: **\$1,377,973.00**



June 23, 2000

Mr. Perry Fabi
Broadband Office, Inc.
2070 Chain Bridge Road, Suite 350
Vienna, VA 22182

RE: Master Lease Agreement No. X163, Schedule No. 05

Dear Mr. Fabi:

We have attached a copy of the Shipping Document or Suppliers Invoice evidencing the Ship Date of May 19, 2000 as provided under Section 2 of the above referenced Master Lease Agreement. Accordingly, your lease payments for the above referenced schedule shall commence on June 17, 2000.

Our billing department will send out invoices shortly reflecting payments due. Please remit all other payments to the address at the top of this letter or to the address on the invoices, which our billing department will send out.

Regards,

EXTREME NETWORKS® CREDIT CORPORATION

Richard Salhany
Richard Salhany

cc: Billing Department

2482390 cc VA FAIRFAX

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. <u>No other name will be indexed.</u>	Check the box indicating the kind of statement. <u>Check only one box.</u>
Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna VA 22182	<input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name & address of Secured Party Extreme Networks Credit Corporation 3585 Monroe Street Santa Clara CA 95051	Name & address of Assignee Leasetec Corporation 1000 South McCaslin Blvd Superior, CO. 80027
Date of maturity if less than five years	Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

MLA# X163 - 05 (VA, Fairfax)
See Attached

TCC 646 X163-05

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

RETURN ACK TO:
UCC DIRECT SERVICES
P.O. BOX 29071

Broadband Office, Inc. Perry Fabi Networks Credit Corporation
GLENDALE, CA 91343-0971

Nature of Debtor if applicable (Date)

6/27/05 Controller

Signature of Secured Party if applicable (Date)

2482390 SS VA

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

000725 7075

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. <u>No other name will be indexed.</u> Broadband Office, Inc. 2070 Chain Bridge Road, Suite 350 Vienna VA 22182	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION-ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name & address of Secured Party Extreme Networks Credit Corporation 3585 Monroe Street Santa Clara CA 95051	Name & address of Assignee Leasetec Corporation 1000 South McCaslin Blvd Superior, CO. 80027
Date of maturity if less than five years	Check if proceeds of collateral are covered <input type="checkbox"/>

Description of collateral covered by original financing statement

MLA# X163 - 05 (VA)
See Attached

TCC 646 X163-05

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

SAC-CLERK'S OFFICE

Describe Real Estate if applicable:

Broadband Office, Inc. Perry Fabi
6/27/00 Controller

Signature of Debtor if applicable (Date)

Extreme Networks Credit Corporation

Signature of Secured Party if applicable (Date)

RETURN ACK. TO:
UFC DIRECT SERVICE

LEASE SCHEDULE NO. 06

This Schedule and its supplements incorporate by this reference the terms and conditions of the Master Lease Agreement, Number X163, between

Extreme Networks® Credit Corporation (Lessor) and Broadband Office, Inc. (Lessee).

1. Supplier: Extreme Networks
2. Location of Equipment: See Attachment A
3. Equipment Value: \$ 2,690,620.00 (exclusive of sales and/or use taxes).
4. Lease Term: The Lease Term of the Equipment described in this Schedule shall begin on the Rent Commencement Date referenced below in Paragraph 6 and its expiration date shall be 18 months after such Rent Commencement Date.
5. Rent: \$ 157,724.14 per month (exclusive of sales and/or use taxes) due and payable at the Rent Commencement Date and on the same date of each succeeding month of the Lease Term. The advance Rent payment shall be \$ 315,448.29. This amount includes \$ 157,724.14 for the first month, and \$ 157,724.14 for the last 1 month(s), of the Lease Term.
6. Rent Commencement Date: _____, 20_____.
7. Purchase Option:
Lessee shall have the option to purchase the Equipment for its fair market value for continued use ("FMV"), on the expiration of this Lease or any renewal term, provided Lessee is not in default of any of its obligations under this Lease on such expiration date. This purchase option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. The purchase price for such equipment shall be payable upon the expiration date of such term. FMV shall be equal to the value of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment. In the event that Lessor and Lessee are unable to agree upon the purchase price for the Equipment, such purchase price will be determined by an independent appraiser to be selected by Lessor. Lessee shall be responsible for all applicable sales and/or use taxes on the Equipment. Upon exercise of this purchase option and payment of the purchase price, Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request in order to vest in Lessee all right, title and interest in the Equipment.
8. Renewal Option:
Lessee shall have the option to renew this Lease, on the expiration date of this Lease or any renewal term, for the fair market rental for the continued use of the Equipment ("FMR") and on such other terms as may be agreed upon by Lessor and Lessee prior to such expiration date, provided Lessee is not in default of any of its obligations under this lease on such expiration date. This renewal option may only be exercised by Lessee's written notice to Lessor not earlier than 180 days, nor later than 90 days, prior to the end of the Lease Term or any renewal term. FMR shall be equal to the value of the monthly rental of the Equipment installed and in use, with consideration given to the age, condition, utility and replacement costs for the Equipment, for the renewal term.
9. Tax Benefits:
Lessee understands that Lessor intends to claim the "Tax Benefits", consisting of the maximum Modified Accelerated Cost Recovery System deductions for the minimum useful life applicable to each item of Equipment, as provided by Section's 168(b) and (c) of the Internal Revenue Code of 1986, and analogous benefits under state law, with respect to the Equipment. Lessee represents and warrants that: (i) Lessee has not been, is not now, and during the term of this Lease will not become, and will not allow the Equipment to be used by or leased to, a tax-exempt entity or government agency; and (ii) Lessee is not now, and during the term of this Lease will not become, a public utility. Without limitation by the preceding sentence, Lessee agrees not to take any action, fail to take any action, or misstate any fact which may result in any loss to Lessor of the Tax Benefits.
10. Description of Equipment:
See Schedule A which is attached hereto and made a part hereof by this reference.

The person executing this Schedule on behalf of Lessee hereby certifies that he or she has read, and is duly authorized to execute, this Schedule

Accepted by: Extreme Networks® Credit Corporation
 BY: Karenne M. Clark

NAME: _____ Print: _____
 TITLE: _____
 DATE: _____

LESSEE: Broadband Office, Inc.
 BY: X [Signature]

NAME: PERRY FAB Print: _____
 TITLE: DIR. FINANCE + CONTROLLER
 DATE: 7/20/07

ADDENDUM

This Addendum is to Schedule No. 06 (the "Schedule") to Master Lease Agreement No. X163, by and between Extreme Networks Credit Corporation ("Lessor") and Broadband Office, Inc. ("Lessee").

Paragraph 7 – In Paragraph 7 of the Lease Schedule, the following is replaced:

The words "its fair market value for continued use ("FMV") in the first line of Paragraph 7 are deleted and replaced with the following: "20% of the Equipment Value not to exceed the Fair Market Value ("FMV").

Except as modified by this Addendum, the terms and conditions of the Schedule shall remain in full force and effect.

Accepted by:

Extreme Networks® Credit Corporation

By: _____

Name: _____

Title: _____

Date: _____

Lessee: Broadband Office, Inc.

By: X Perry Fabi

Name: PERRY FABI

Title: DIR, FINANCE & CONTROLLER

Date: 7/20/00

Sign

Send
TCC

ATTACHMENT A FOR SCHEDULE NO. 06 TO MASTER LEASE AGREEMENT NO.X163

Lessee:

Broadband Office Inc.
2070 Chain Bridge Road
Vienna, VA 22182

Schedule No.	Equipment Location	Equipment Value	Lease Rate	Term
06-01	951 Mariner Island Blvd. San Mateo, CA 94404	Equipment \$ 10,897.25	0.05862	\$ 644.65
06-02	2950 Gallows Rd. Falls Church, VA 22042	Equipment \$ 74,648.75	0.05862	\$ 4,375.90
06-03	2950 Tealstar Ct. Falls Church, VA 22042	Equipment \$ 1,110,925.00	0.05862	\$ 65,122.44
06-04	2070 Chain Bridge Road Vienna, VA 22182	Equipment \$ 1,494,049.00	0.05862	\$ 87,581.15
Total for Schedule No. 06				<u>\$ 2,690,620.00</u>
				<u>\$ 157,724.74</u>

**SCHEDULE A**

Broadband Office, Inc.
951 Mariner's Island Blvd.
San Mateo, CA 94404

MLA# X163
Schedule# 06-01

Serial Number	Description	Quantity	Unit Price	Total Price
11701	S7I;28 1000BT,4 GBIC	1	10,997.25	10,997.25

TOTAL COST: **\$10,997.25**



SCHEDULE A

Broadband Office, Inc.
2950 Gallow Road
Falls Church, VA 22042

MLA# X163
Schedule# 06-02

Serial Number	Description	Quantity	Unit Price	Total Price
10013	LX GBIC MODULE	20	822.25	16,445.00
45080	ALP3808 CHASSIS	1	7,147.25	7,147.25
45012	ALP3800 AC PSU	2	1,097.25	2,194.50
45112	ALP3800 1000B-X MODULE	3	1,372.25	4,116.75
45210	ALP3800 10/100B-T MOD	1	877.25	877.25
45024	ALP3800 SMMI	1	8,244.50	8,244.50
11704	S7128 1000BSX, 4 GBIC	6	5,937.25	35,623.50

TOTAL COST: **\$74,648.75**



SCHEDULE A

Broadband Office, Inc.
2950 Telestar Ct.
Falls Church, VA 22042

MLA# X163
Schedule# 06-03

Serial Number	Description	Quantity	Unit Price	Total Price
50015	BD 6800 MSM 64	20	5,997.50	119,950.00
10011	SX GBIC MODULE	148	247.50	36,630.00
50011	BLACKDIAMOND 6800 CAHSSIS	37	2,997.50	110,907.50
50015	BD 6800 MSM 64	54	5,997.50	323,865.00
52011	BD 48 PORT 10/100BASE	74	4,747.50	351,315.00
51032	BD, G8X SHIPPING	37	4,497.50	166,407.50
50005	BD 6800 BLANK MODULE	185	10.00	1,850.00

TOTAL COST: **\$1,110,915.00**



SCHEDULE A

Broadband Office, Inc.
2070 Chain Bridge Road
Vienna, VA 22182

MLA# X163
Schedule# 06-04

Serial Number	Description	Quantity	Unit Price	Total Price
14001	SUMMIT4- 10/100TX	212	6,997.50	1,483,470.00
15010	48 10/100 TX, NO GBIC	2	2,997.50	5,995.00
13010	24 10/100 TX, NO GBIC	2	1,747.50	3,495.00
10011	SX GBIC MODULE	4	272.25	1,089.00

TOTAL COST: **\$1,494,049.00**

PRINT OR TYPE ALL INFORMATION

AND SIGNING PARTY INDISTRIES THIS FINANCIAL STATEMENT IS TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

STATE CORPORATION COMMISSION

(SIXTH COMMISSIONER'S OFFICE DIVISION 600 1197, RICHMOND, VIRGINIA 23299)

FORM FOR ORIGINAL FINANCIAL STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The second
party must place this same number on all subsequent statements.

010108 7116

Name & mailing address of all debtors, trade styles etc.
(No other boxes will be checked.)

Check the box indicating the kind of statement.
 Check only one box.

ORIGINAL FINANCIAL STATEMENT

CONTINUATION ORIGINAL STATEMENT

AMENDMENT

ASSUMPTION

RELEASE OF SECURITY AGREEMENT

CLOSURE STATEMENT

Name & address of Assignee

LEONARD G. COOPER
1000 KIRKWOOD AVENUE
NEW YORK, NEW YORK 10028

Check if proceeds of collateral are covered.

Amount of collateral covered by original financing statement

Amount of collateral covered by subsequent financing statement

Space to record an amendment, assignment, release or continuation of a statement to cover collateral moved into Virginia
from another jurisdiction.

Debtors' Real Property Information

RETURN ADDRESS
US MAIL SERVICES
P.O. BOX 2071
CINCINNATI, OHIO 45201

SEARCHER'S SIGNATURE

Exhibit D

SENT BY: EXTREME;

408 579 2881;

APR-21-03 10:11AM;

PAGE 4/6

Technologies
Intersegment Credit
Corporation d/b/a

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

BROADBAND OFFICE, INC.,

Debtor.

Chapter 11

Case No. 01-1720 (GMS)

STIPULATION TOLLING STATUTE OF LIMITATIONS

THIS STIPULATION TOLLING STATUTE OF LIMITATIONS (the "Stipulation"), dated as of April 10, 2003 by and between BroadBand Office, Inc. (the "Debtor") and Extreme Networks Credit Co ("Alleged Transferee") (collectively, the Debtor and Respondent constitute the "Parties").

WHEREAS, on May 9, 2001 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware, and since the Petition Date has managed its affairs and remained in possession of its assets as a debtor in possession pursuant to 11 U.S.C. §§ 1307 and 1:08; and

WHEREAS, pursuant to §§ 108 and 546(e)(1)(A) of the Bankruptcy Code, the time by which the Debtor must commence actions, if any, arising under sections 544, 535, 547, 548, 550, and/or 553 of the Bankruptcy Code ("Avoidance Actions") was originally due to expire on May 9, 2003; and

WHEREAS, the Parties have agreed to the tolling and extension of the deadline to file Avoidance Actions, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

WITNESS: (Signature)

04/21/03 MON 10:18 (ET/RX NO 3783)

SENT BY: EXTREME;

408 579 2651;

APR 21 2003 10:12AM;

PAGE 5/8

1. The Parties hereby agree to toll the running of the statute of limitations period prescribed by sections 108 and 546(a)(1)(A) of the Bankruptcy Code and irrevocably extend the deadline by which the Debtor, or any party acting on behalf of the Debtor or its estate, must commence any Avoidance Action against Alleged Transferee under sections 544, 553, 547, 548, 550, and/or 553 of the Bankruptcy Code (including but not limited to related actions under state law) through and including the later of (A) December 31, 2003, and (B) 1 year after the

*GD
ATL*
appointment or election of the first trustee under section 703, 1104, 1163, 1202, or 302 of the
but only if such appointment or election occurs prior to May 9, 2003.
Bankruptcy Code in the Debtor's case; provided, however, that (i) nothing herein shall prejudice or be deemed to constitute a waiver of, the right of Alleged Transferee to assert any and all defenses Alleged Transferee may have with respect to any Avoidance Actions filed by or on behalf of the Debtor or its estate, except that Alleged Transferee shall not be entitled to assert a defense based upon the statute of limitations set forth in sections 108 and/or 546(a)(1)(A) of the Bankruptcy Code, or the doctrine of laches, if any such Avoidance Action is commenced on or before the above-described deadline, and (ii) this Stipulation shall not be construed in any way as an admission or denial by either of the Parties regarding any fact or circumstance.

2. This Stipulation contains the entire agreement of the Parties with respect to the subject matter hereof and there are no representations or agreements other than those expressly set forth herein. This Stipulation may not be modified or amended except by a writing signed by each of the Parties hereto.

3. This Stipulation shall be subject to and governed by the laws of the State of Delaware.

4. The terms of this Stipulation shall be binding upon the Parties and their respective successors and assigns. Each person signing this Stipulation represents that such person has the

ACM: EY: EXTREME;

408 570 2881;

APR 21 2003 10:12AM;

PAGE 6/6

power and authority to execute this Stipulation on behalf of, and bind, the party such person purports to represent.

5. This Stipulation may be executed in multiple counterparts as if the Parties hereto had signed a single instrument, all of which together shall constitute one agreement. Facsimile signatures will be treated as original for purposes of this Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed as of the date first written above.

BROADBAND OFFICE, INC.

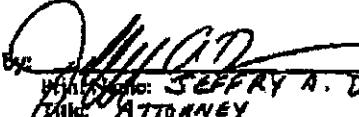
by:



David M. Fournier (DE No. 2812)
Adam Miller (DR No. 4105)
PEPPER HAMILTON LLP
Suite 1600
1201 Market Street
P.O. Box 1709
Wilmington, DE 19899-1709
(302) 777-6500

Subject to addition in paragraph 1
EXTREME NETWORKS CREDIT CO

by:



Jeffrey A. Davis
Attorney
Address: 9965 EXECUTIVE DRIVE, SUITE 1100
Phone Number: SAN DIEGO, CA 92121
(858) 638-6810

Exhibit E

Case 1:04-cv-00407-GMS Document 69-10 Filed 03/15/2007 Page 2 of 3

LEASE GUARANTY

FOR VALUE RECEIVED, receipt whereof is hereby acknowledged, and to induce Extreme Networks® Credit Corporation (hereinafter called the "Assignee") to accept assignment of a lease of personal property under Master Lease No. X163, dated March 9, 2000, which, together with all existing and future equipment lease schedules and related, supplements, riders and addenda thereto, are herein collectively called the "Lease" between Extreme Networks® Credit Corporation and Broadband Office, Inc. ("Lessee"), the undersigned (and each of them if more than one, hereinafter collectively called the "Guarantor") hereby jointly and severally unconditionally guarantees and promises to Assignee as follows:

1. PAYMENT AND PERFORMANCE.

The Guarantor guarantees and promises to Assignee that Lessee will promptly perform and comply with each of its agreements contained in the Lease, and that all sums payable by the Lessee under such Lease will be promptly paid when due in accordance with the provisions thereof and, in case of extension of time of payment, in whole or in part, of any such sums, that all such sums will be promptly paid when due in accordance with the terms of such extension provided. Guarantor hereby waives any right to require Assignee to apply any payments or proceeds received in any particular order against the indebtedness, including any right to require Assignee to apply payments first to principal.

2. WAIVER OF NOTICE OF MODIFICATION OF LEASE.

The Guarantor hereby consents that at any time or from time to time without notice to the Guarantor, the time for the Lessee's performance of or compliance with any of its obligations contained in such Lease may be extended or such performance or compliance may be waived by the Assignee; such Lease may from time to time be amended for the purpose of adding any provision thereto, including additional indebtedness, or changing in any manner the rights of Assignee or of Lessee thereunder; payment of any sums due or to become due under such Lease may be extended, in whole or in part; and the terms of such Lease may be waived by the Assignee in its sole discretion; all without affecting the liability of the Guarantor hereunder.

3. ASSIGNEE'S REMEDIES.

Assignee may pursue its rights and remedies under this Guaranty and shall be entitled to payment hereunder and to enforce all of its other rights hereunder notwithstanding any other guaranty of, or security for, all or any part of the obligations of Lessee under such Lease and notwithstanding any action taken or omitted to be taken by Assignee to enforce any of its rights or remedies under the Lease, under such other guaranty or with respect to any other security, or any payment received thereunder; and the Guarantor shall not be subrogated, in whole or in part, to the rights of Assignee against Lessee under such Lease until Assignee shall have been paid in full all such sums as are at any time payable by Lessee under such Lease.

4. ASSIGNMENT OF GUARANTY.

Assignee may assign this instrument or any rights and powers hereunder with any assignment of such Lease or any sums due or to become due, or any rights, claims, powers and remedies thereunder and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein.

Guarantor

Extreme Networks, Inc.

By: He PalermoTitle: CFODate: 3/24/00

Witness: _____

If additional individual Guarantor:

By: _____

Title: _____

Date: _____

Witness: _____

5. WAIVER OF PRESENTMENT, DEMAND AND PROTEST.

Guarantor hereby waives diligence, presentation of any instrument, demand for payment, protest and notice of non-payment or protest and the performance of each and every condition precedent to which Guarantor might otherwise be entitled by law. Guarantor also waives notice of any action or non-action taken by Lessee, Assignee or any other guarantor, notice of the creation or accrual of any of the obligations of Lessee to Assignee under such Lease, and all demands whatsoever.

6. WAIVER OF DEFENSES.

Guarantor hereby waives any right it may have arising from any disability or defense of Lessee.

7. INDEPENDENT OBLIGATION.

Lessee's obligations, and each of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several, and are independent of the obligations of Lessee. Guarantor waives any right to require Assignee to proceed first against any collateral or any other person. A separate action or actions may be brought and prosecuted against Guarantor, or any of them, whether an action is brought against Lessee or whether Lessee be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof.

8. UNCONDITIONAL GUARANTY.

This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment and performance of Lessee's obligations under the Lease, irrespective of the validity or enforceability of (i) any of the obligations of Lessee to Assignee as aforesaid, or (ii) the Lease, or (iii) any security therefor, and notwithstanding any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of Lessee or other obligor or to vary any terms of payment, and irrespective of any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Notwithstanding the above, the maximum liability of Guarantor to Assignee shall be 35% of the aggregate equipment value as shown on the lease.

9. SEVERABILITY.

Should any provision of this Guaranty be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Guaranty shall remain in full force and effect.

10. WAIVER OF JURY.

Guarantor hereby waives any and all right to a trial by jury in any action or proceeding based hereon.

11. MISCELLANEOUS.

Without the written consent of Assignee, this Guaranty cannot be changed, terminated or assigned by Guarantor. This Guaranty shall be governed by and construed according to the laws of the State of Colorado, shall be binding upon the heirs, executors, administrators, successors, and assigns of the Guarantor and shall inure to the benefit of the Assignee, its successors and assigns.

Guarantor's address: 3585 MONROE STREETSANTA CLARA, CA 95051

Guarantor's address: _____

Case 1:04-cv-00407-GMS Document 69-10 Filed 03/15/2007 Page 3 of 3

MLA X163
+ ✓

LEASE GUARANTY

FOR VALUE RECEIVED, receipt whereof is hereby acknowledged, and to induce LEASETEC CORPORATION (hereinafter called the "Assignee") to accept assignment of a lease of personal property from Extreme Networks, Inc. under Master Lease No. 01, dated ____, which, together with all existing and future equipment lease schedules and related supplements, riders and addenda thereto, are herein collectively called the "Lease" between Extreme Networks® Credit Corporation and Broadband Office, Inc. ("Lessee"), the undersigned (and each of them if more than one, hereinafter collectively called the "Guarantor") hereby jointly and severally unconditionally guarantees and promises to Assignee as follows:

1. PAYMENT AND PERFORMANCE.

The Guarantor guarantees and promises to Assignee that Lessee will promptly perform and comply with each of its agreements contained in the Lease, and that all sums payable by the Lessee under such Lease will be promptly paid when due in accordance with the provisions thereof and, in case of extension of time of payment, in whole or in part, of any such sums, that all such sums will be promptly paid when due in accordance with the terms of such extension provided. Guarantor hereby waives any right to require Assignee to apply any payments or proceeds received in any particular order against the indebtedness, including any right to require Assignee to apply payments first to principal.

2. WAIVER OF NOTICE OF MODIFICATION OF LEASE.

The Guarantor hereby consents that at any time or from time to time without notice to the Guarantor, the time for the Lessee's performance of or compliance with any of its obligations contained in such Lease may be extended or such performance or compliance may be waived by the Assignee; such Lease may from time to time be amended for the purpose of adding any provision thereto, including additional indebtedness, or changing in any manner the rights of Assignee or of Lessee thereunder; payment of any sums due or to become due under such Lease may be extended, in whole or in part; and the terms of such Lease may be waived by the Assignee in its sole discretion; all without affecting the liability of the Guarantor hereunder.

3. ASSIGNEE'S REMEDIES.

Assignee may pursue its rights and remedies under this Guaranty and shall be entitled to payment hereunder and to enforce all of its other rights hereunder notwithstanding any other guaranty of, or security for, all or any part of the obligations of Lessee under such Lease and notwithstanding any action taken or omitted to be taken by Assignee to enforce any of its rights or remedies under the Lease, under such other guaranty or with respect to any other security, or any payment received thereunder; and the Guarantor shall not be subrogated, in whole or in part, to the rights of Assignee against Lessee under such Lease until Assignee shall have been paid in full all such sums as are at any time payable by Lessee under such Lease.

4. ASSIGNMENT OF GUARANTY.

Assignee may assign this instrument or any rights and powers hereunder with any assignment of such Lease or any sums due or to become due, or any rights, claims, powers and remedies thereunder and, in the event of such assignment, such assignee shall have the same rights and remedies as if originally named herein.

Guarantor

Extreme Networks, Inc.

By: J. S. Palermo
Title: CFD
Date: 3/23/00

Witness: _____

If additional individual Guarantor:

By: _____

Title: _____

Date: _____

Witness: _____

5. WAIVER OF PRESENTMENT, DEMAND AND PROTEST.

Guarantor hereby waives diligence, presentment of any instrument, demand for payment, protest and notice of non-payment or protest and the performance of each and every condition precedent to which Guarantor might otherwise be entitled by law. Guarantor also waives notice of any action or non-action taken by Lessee, Assignee or any other guarantor, notice of the creation or accrual of any of the obligations of Lessee to Assignee under such Lease, and all demands whatsoever.

6. WAIVER OF DEFENSES.

Guarantor hereby waives any right it may have against Assignee arising from any disability or defense of Lessee.

7. INDEPENDENT OBLIGATION.

Lessee's obligations, and each of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several, and are independent of the obligations of Lessee. Guarantor waives any right to require Assignee to proceed first against any collateral or any other person. A separate action or actions may be brought and prosecuted against Guarantor, or any of them, whether an action is brought against Lessee or whether Lessee be joined in any such action or actions.

8. UNCONDITIONAL GUARANTY.

This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment and performance of Lessee's obligations under the Lease, irrespective of the validity or enforceability of (i) any of the obligations of Lessee to Assignee as aforesaid, or (ii) the Lease, or (iii) any security therefore, and notwithstanding any present or future law or order of any government (de jure or de facto) or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of Lessee or other obligor or to vary any terms of payment, and irrespective of any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Notwithstanding the above, the maximum liability of Guarantor to Assignee shall be 35% of the aggregate equipment value as shown on the lease.

9. SEVERABILITY.

Should any provision of this Guaranty be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Guaranty shall remain in full force and effect.

10. WAIVER OF JURY.

Guarantor hereby waives any and all right to a trial by jury in any action or proceeding based hereon.

11. MISCELLANEOUS.

Without the written consent of all parties, this Guaranty cannot be changed, terminated or assigned by Guarantor. This Guaranty shall be governed by and construed according to the laws of the State of Colorado, shall be binding upon the heirs, executors, administrators, successors, and assigns of the Guarantor and shall inure to the benefit of the Assignee, its successors and assigns.

Guarantor's address: Extreme Networks
3585 Monroe St.
Santa Clara, Ca. 95051

Guarantor's address: _____

Exhibit F

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BROADBAND OFFICE, INC.,

Debtor.

BROADBAND OFFICE, INC.,

Plaintiff,

vs.

TECHNOLOGY CREDIT CORPORATION dba
EXTREME NETWORKS CREDIT
CORPORATION

Defendant.

Chapter 11

Case No. 01-1720 (GMS)

Adversary No. 03-60208

AFFIDAVIT OF JEFFRY A. DAVIS

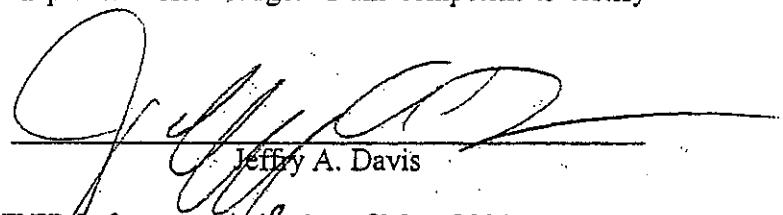
State of California)
)
County of San Diego) SS

I, Jeffry A. Davis, say:

1. I am an attorney at law, licensed to practice law in the State of California and am a partner with the law firm of Gray, Cary, Ware, Friedenrich in San Diego, California.
2. On or about April 10, 2003, I executed the Stipulation Tolling Statute of Limitations attached hereto as Exhibit 1.
3. At the time I executed said Stipulation, I understood that I was doing so in representation of my client, Extreme Networks, Inc. I did not understand, at that point, that Extreme Networks Credit Corporation was a name under which Technology Credit Corporation did business. I thought Extreme Networks Credit Corporation was instead a division or

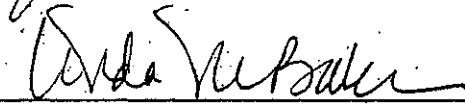
subsidiary of Extreme Networks, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and of my own personal knowledge. I am competent to testify thereto.



Jeffery A. Davis

SWORN TO AND SUBSCRIBED before me this 18 day of May, 2004.



Notary Public

My Commission Expires: 4-4-2007

408819

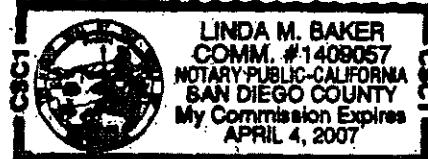


Exhibit G



OVERNIGHT MAIL - AIRBORNE EXPRESS

February 20, 2001

Perry Sabi
Broadband Office
2900 Telstar Court
Falls Church, VA 22042

**RE: Master Lease Agreement Schedule No. X163-01, 02,03,04,05,06 between
Extreme Networks "Lessor" and Broadband Office "Lessee".**

Dear Mr. Sabi:

Extreme Networks records indicate your account, concerning the above referenced Lease and Schedule, is significantly past due. Although Broadband Office is considered a valued customer, Extreme Networks can not continue to overlook the chronic pattern of late payments that have developed.

Broadband Office was provided this lease based on the promise that you would be paying when the lease is due (which, in your case is on the first day of each month). The lease was not priced on the basis that it could be paid 60 days or more late. Failure to make rental payments is a material breach of your Master Lease Agreement and has resulted in the decision to declare Broadband Office in default with respect to the referenced Lease and Schedule.

In order to bring the account to a current status curing this default, Broadband Office must remit payment in the amount of \$995,703.57 (includes late fees of \$8,113.95) to be received by Extreme Networks by the close of business on March 2, 2001.

Broadband Office

February 20, 2001

Page 2

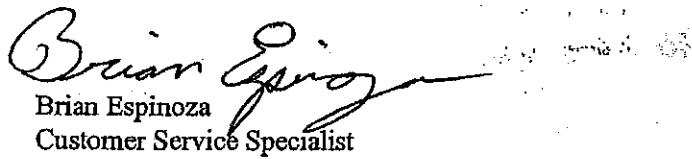
Payment should be expedited via overnight mail to the following address:

Extreme Networks
Attn: Brian Espinoza
919 The Alameda
San Jose, CA 95126

If payment is not received by this date, Extreme Networks will exercise all remedies available under the terms and conditions as set forth in your Master Lease Agreement including the possibility of repossessing the equipment.

If you would like to discuss this account, contact me at 720-304-1164.

Sincerely,



Brian Espinoza
Customer Service Specialist

CC: Sandy Schuler, Asset Recovery Manager
Bob Silvers

26111, 27083, 27415

Exhibit H

SCHMIDT: EXHIBIT E;

408 579 2861; APR-21-07 10:11AM; PAGE 2

Pepper Hamilton LLP

Attorneys at Law

Suite 1600
 1201 Market Street
 P.O. Box 1709
 Wilmington, DE 19899-1709
 302.777.6500
 Fax 302.656.8863

302.777.6582
 biller@pepperlaw.com

*Richard
 Salomon
 408 579 3128*

April 10, 2003

VIA FACSIMILE 408.579.3000 AND FIRST-CLASS MAIL.

EXTREME NETWORKS CREDIT CO
 ATTN: GORDON STITT, PRESIDENT & CEO
 3555 MONROE ST.
 SANTA CLARA, CA 95051

Re: In re BroadBand Office, Inc., Case No. 01-1720-GMS (Chap. 11)

Dear Mr. Stitt:

This office represents the debtor BroadBand Office, Inc. (the "Debtor") in the above-referenced Chapter 11 case filed on May 9, 2001 (the "Petition Date").

The Debtor's records reflect that EXTREME NETWORKS CREDIT CO received one or more payments from the Debtor within 90 days prior to the Petition Date (the "Preference Payments") totaling at least \$1,158,520.74. Under various sections of the United States Bankruptcy Code and related statutes under state law, the Debtor is entitled to the return of all such payments as a preference and/or fraudulent conveyance. EXTREME NETWORKS CREDIT CO has been identified as a potential defendant in a lawsuit under the Bankruptcy Code to recover Preference Payments, and demand is hereby made upon EXTREME NETWORKS CREDIT CO for the return of the full amount of the Preference Payments.¹

Given the number of potential defendants, we believe it would serve the interests of both EXTREME NETWORKS CREDIT CO and the Debtor if we were able to analyze all available data and possibly negotiate a settlement before initiating litigation if EXTREME NETWORKS CREDIT CO has valid defenses. If EXTREME NETWORKS CREDIT CO believes that it has valid defenses, or if you wish to discuss a possible settlement of this matter, we will require that you execute and return to us the enclosed Tolling Agreement no later than April 30, 2003. THE TOLLING AGREEMENT DOES NOT SERVE AS AN ADMISSION OF LIABILITY, BUT MERELY EXTENDS THE TIME BY WHICH A COMPLAINT MAY BE BROUGHT IF THE

¹ The contents of this letter are based upon the records presently available to the undersigned. In the event additional amounts were received within the applicable avoidance periods, demand is hereby made for the return of the full amount of such additional amounts, and the Debtor's request for an extension of time to commence Avoidance Actions should be construed to include Avoidance Actions with respect to such additional amounts.

Philadelphia	Washington, D.C.	Bethesda	New York	Pittsburgh
Berwyn	Cherry Hill	Hershey	Princeton	Tysons Corner

www.pepperlaw.com

04/21/03 MON 10:16 [TX/RX NO 5793]

SENT BY EXTREME;

408 579 2861;

APR 21 0 10:11AM;

PAGE 3/6

Pepper Hamilton LLP

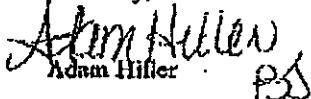
April 10, 2003
Page 2

**PARTIES CANNOT REACH AN UNDERSTANDING AS TO THE AMOUNT OF
EXTREME NETWORKS CREDIT CO'S LIABILITY, IF ANY.**

If we have not received from you by April 30, 2003, either a return of the Preference Payments or an executed Tolling Agreement, the Debtor may be forced to commence immediate litigation to recover the Preference Payments, together with all other amounts to which it may be entitled under applicable law, including interest.

Please do not hesitate to contact me if you wish to discuss this matter further.

Sincerely,


Adam Hiller

PS

cc: David M. Fournier, Esquire
BroadBand Office, Inc.